

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare

1. I am the defendant in the case of Church of Scientology of California v Gerald Armstrong, Los Angeles Superior Court No C 420153. Attached hereto as Exhibit A is a copy of the Armstrong decision rendered by Judge Paul G. Breckenridge Jr. on June 20, 1984. A cross-complaint I filed against plaintiff Scientology organization and other Scientology organizations, hereinafter referred to as "the organization," was bifurcated from the underlying case on motion of the organization and did not go to trial as it settled on December 11, 1986. The settlement agreement included delivery of certain documents from the underlying case to the organization and allowed the organization to maintain its appeal from the Armstrong decision then pending in the California Court of Appeal, Second Appellate Division as No. B005912. On December 18, 1986 the Court of Appeal, whose decision is attached hereto as Exhibit B, dismissed the organization's appeal, reasoning that there would be no appealable final judgment until after trial of the cross-complaint.

2. On October 11, 1989 I was served at my home with a subpoena duces tecum, a copy of which is attached hereto as Exhibit C, in the case of Bent Corydon v. Church of Scientology International, Los Angeles Superior Court No. C 694401. The subpoena, issued by Toby Plevin, attorney for Mr. Corydon, orders my appearance to testify at a deposition and to produce the agreements, releases and any other documents relating to the settlement I had entered into with the organization.

3. Within a few days of service Ms. Plevin telephoned to confirm that the deposition venue was acceptable to me, to advise me that the

October 20 deposition date would probably be changed, and to ask me for alternative dates which would be convenient for me. We spoke two or three times by telephone over the next week or so to set or cancel dates. During one of our conversations she informed me that she had received "a threatening letter" concerning my deposition from attorney Larry Heller, who I knew to be an attorney of record for various Scientology-related organizations and individuals, and to have a supervisory role in virtually all the organization's legal matters. Ms. Plevin read me parts of Mr. Heller's letter in which he stated that it was inconceivable that I had any information relevant to Mr. Corydon's lawsuit, that Ms. Plevin was seeking to breach the settlement agreement by proceeding with my deposition, and that should my deposition ever go forward he would apply to the court for sanctions. It became apparent to me during this conversation with Ms. Plevin that I was very important to both sides in the Corydon litigation and that I was again intensely involved with the organization and could not avoid involvement.

4. On October 23 I received a telephone call from Mr. Heller. He stated that his client would seek a protective order to prevent the deposition from going forward but that it probably would anyway. He asked if I would have an attorney at the deposition, and I said that Michael Flynn (who had represented me in Armstrong) did not wish to be involved, that so far I did not have another attorney for the deposition, and that it was likely I would not. Mr. Heller then offered to have his client pay for an attorney for me to be present at the deposition. I asked if it could be an attorney of my choice, and he said that he didn't see any problem but would need to ensure that the attorney would do what his client wanted. He said that to maintain the settlement agreement I could only answer questions by court order, that I should refuse to answer the deposition questions and force Mr. Corydon to

get an order from the court compelling me to answer. I said I would have to think about the problem and get some advice. Mr. Heller gave me his phone numbers and asked me to call him back within two days.

5. Following my conversation with Mr. Heller I called my attorney Michael Flynn who had negotiated the settlement of my lawsuit and similar settlements on the same date for several other individuals. I informed him of Mr. Heller's offer and he said that Mr. Heller had called him earlier and offered to pay him to attend my deposition to prevent my testifying. Mr. Flynn said that he had refused the offer and reiterated that he did not wish to be involved in any way in Scientology-related litigation. I confirmed with him that nothing in the settlement agreement proscribed my obtaining assistance or advice from anyone currently involved in litigation against the organization.

6. I then called Ms. Plevin, told her of the organization's offer to pay for an attorney for me at the deposition, and asked her if she and Mr. Corydon could match the offer. She said that she is a sole practitioner, that she and Mr. Corydon are keeping the lawsuit going on a shoestring, and that they could not pay for my attorney. She said, moreover, that even if she and Mr. Corydon could afford it they would not pay for an attorney for me because it would be unethical.

7. On October 25 I called Mr. Heller to tell him I considered it inappropriate for the organization to pay for an attorney for me. He said he had a problem with me responding to deposition questions concerning such things as L. Ron Hubbard's misrepresentations or my period as Mr. Hubbard's archivist in the organization. He said he wanted to have an attorney present to instruct me not to answer such questions so that Mr. Corydon would have to move to compel an answer. He said that if the court

ordered sanctions for my refusal to answer his client would indemnify me. He said I had a contractual obligation to the organization, which it had paid a lot of money for, not to divulge confidential information, and that if I answered I would have breached the settlement agreement and may get sued. He said he recognized that I was in the middle and that my safest position was to refuse to answer, make Mr. Corydon bring a motion to compel and let the court be the final arbiter.

8. This and other threats, other events and circumstances following the settlement, and my present level of importance to and involvement with the organization have impelled me to write this declaration. It is my opinion that some of the settlement conditions are unenforceable, that the organization is attempting to enforce them in a manner which is inconsistent with the spirit of settlement, and that these conditions and their attempted enforcement constitute an on-going obstruction of justice and violation of my and others' First Amendment rights. The purpose of this declaration is to make known this situation, to demonstrate certain conditions' unenforceability, and to support an action to have them so adjudged by the court with jurisdiction to enforce the terms of the settlement agreement. I am also providing this declaration to parties and lawyers involved in the correction of legal abuses.

9. On November 1, 1989 Mr. Heller, on behalf of Author Services, Inc. (ASI), a defendant in Corydon, filed a motion "to Delay or Prevent the Taking of Certain Third Party Depositions," a copy of which is attached hereto as Exhibit D. At page 4 Mr. Heller states:

"One of the key ingredients to completing these settlements, insisted upon by all parties involved, was strict confidentiality respecting: (1) the Scientology parishioner or staff member's experiences within the

Church of Scientology; (2) any knowledge possessed by the Scientology entities concerning those staff members or parishioners; and (3) the terms and conditions of the settlements themselves."

10. The complete text of the settlement ingredient Mr. Heller has capsulized, paragraph 7D, reads:

"Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply *inter alia*, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal

regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to \$50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff."

11. It is my opinion that the conditions of this paragraph are unenforceable for two reasons: a. the organization's actions since the settlement have rendered them invalid; b. they are so broad and at the same time so restrictive that, even if the organization had not acted to invalidate them, they deny me, on their face, several inalienable rights and are therefore against public policy.

12. Paragraph 7B of the December 1986 settlement agreement reads in part:

"Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees."

13. Paragraph 8 of the December 1986 settlement agreement reads:

"Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date."

14. I am including these two paragraphs because they contain what to me is essential in the settlement agreement, and they show that my rights arising out of the conduct of the organization following the settlement are not waived or relinquished.

15. Sometime in the fall of 1987 I received a copy of a document, pages 11, 12, 18 and 29 from which are attached hereto as Exhibit E, created and circulated by the organization to discredit Bent Corydon who had written a book entitled L. Ron Hubbard, Messiah or Madman? which had been published in August that year. Mr. Corydon had interviewed me several months before the settlement and had used some of my statements from the interview, my trial testimony in Armstrong, and from declarations I had written during the pre-settlement litigation in his book.

16. At page 29 of their retort the organization states:

"Corydon has used a description of the RPF provided by Gerry Armstrong, among others. Armstrong's description in this book, however, is completely contrary to his own previous sworn affidavit about the RPF.

"Gerry Armstrong's description of the RPF in Corydon's book can also be viewed in light of Armstrong's numerous false claims and lies on other subject matters. See chapter on Corydon as an "author" for further information on Gerry Armstrong's incompetence as a researcher."

17. The chapter on Mr. Corydon as author contains the statement at page 12:

"Gerry Armstrong, another one of Corydon's main sources in the book, claims that L. Ron Hubbard " ... did not spend several years throughout Asia," and that Mr. Hubbard's total time in Asia was "a few weeks."

L. Ron Hubbard, in fact, was in Asia and the Orient several times during a three-year period , during which his travels were quite extensive "

These paragraphs concern my experiences in the organization as Mr. Hubbard's archivist and biographical researcher and my knowledge of Mr. Hubbard's history, and I consider that I have a right to reply.

18. The organization states at page 18 of its retort:

"Homer [Schomer] had testified in 1984 in a court case brought by the Church of Scientology against Gerald Armstrong (a former staff member who had stolen valuable documents from Church archives).

In the Christofferson case, Schomer admitted to having committed perjury in the previous Armstrong case."

I believe the organization is in violation of the settlement agreement by discussing the Armstrong case.

19. The organization states at page 11 of its retort.

"Corydon goes on to say that tens of millions of dollars paid for services delivered to Church members at the Flag organization were channeled into Hubbard's personal accounts.

There is no documentation to support this statement by Corydon. In fact, his claims are based on nothing more than hearsay, rumor and lies gathered from a small cabal of thieves, perjurers and disreputable sources."

While working on a project for Mr. Hubbard I acquired the knowledge that millions of dollars of organization money had been channeled into his accounts, I wrote a number of declarations containing this information after leaving the organization, and I know the other individuals



who had this and similar knowledge and who were Mr. Corydon's sources for his statement. To denominate us "a small cabal of thieves, perjurers and disreputable sources" I believe is scandalous.

20. On October 7, 1987 I received a call from Michael Flynn who relayed to me a message from Earle C. Cooley, one of the organization's principal attorneys, concerning the then proceeding trial in London, England of a lawsuit the organization had brought against a writer, Russell Miller. Mr. Miller had interviewed me in Boston, Massachusetts in 1986, some months before the December settlement, for a biography of L. Ron Hubbard. According to Mr. Flynn, Mr. Cooley stated that it had been disclosed during the trial that Mr. Miller possessed documents in violation of sealing orders in Armstrong, and he threatened that if I talked to any of the attorneys or parties involved in the trial the organization would view it as a breach of the settlement agreement.

21. In early 1988 I received copies of various documents, attached hereto as Exhibits F to K, from the case of Church of Scientology of California v. Russell Miller & Penguin Books Limited in the High Court of Justice, Case No. 6140. The organization had unsuccessfully sought pre-publication suppression of Mr. Miller's book, which he titled Bare-Faced Messiah, and it was published and distributed immediately following the October 1987 trial.

22. Attached hereto as Exhibit F is a copy of an affidavit of Kenneth David Long dated October 5, 1987, and the exhibits or partial exhibits thereto that so far I have in my possession. The purpose of Mr. Long's affidavit, as it relates to me, was to try to convince the English Court that I had provided documents to Mr. Miller in violation of various California Courts' sealing orders.

23. In pages 3 through 8 Mr. Long gives the organization's version of my job description and actions as Mr. Hubbard's biography researcher and archivist, the contracting of Omar V. Garrison to write the biography, and the procedural history in Armstrong from the filing of the complaint up to the settlement. At page 9 Mr. Long states that "following the trial the Church sought and obtained a series of sealing orders which effectively maintained the sealing of the trial exhibits right up to and including December 1986." He then identifies a number of documents Mr. Miller had quoted from in Bare-Faced Messiah: Mr. Hubbard's Boy Scout Diary, a letter to Mr. Hubbard from his mother, a letter from Mr. Hubbard to his first wife, Polly, a letter to the Cape Cod Instrument Company, a journal Mr. Hubbard kept while in the navy, three diaries from 1927 to 1929, and Mr. Hubbard's "Tentative Constitution for Rhodesia." Mr. Long also states that each of these documents "has never been unsealed or made available to the general public."

24. At page 13 of his affidavit Mr. Long, without providing any further elucidation, states, "I also know that Mr. Armstrong refused to obey an order of the court, and retained possession of documents which he had been ordered to surrender to the court for safekeeping under seal." He then concludes that "it is my belief that the documents quoted and paraphrased in Mr. Miller's manuscript were furnished to Mr. Miller by Mr. Armstrong, and that they could not have been furnished to Mr. Miller by anyone else as no one else other than Mr. Armstrong had access to these documents."

25. The exhibits Mr. Long identified and appended to his affidavit included the following:

a. A copy of my W-2 Wage and Tax Statements for 1977 and 1978. This document, which I have attached to Mr. Long's affidavit, shows

the court's exhibit sticker indicating it was admitted into evidence in Armstrong

b. A copy of an affidavit I executed on April 12, 1980 while in the organization. This document, the first page of which I have attached to Mr. Long's affidavit, was also admitted into evidence in Armstrong.

c. A copy of my petition to Mr. Hubbard to assemble his archives for a biography. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

d. A non-disclosure and release bond executed by me on March 18, 1977. This document, the first page of which I have attached to Mr. Long's affidavit, shows the court's exhibit sticker indicating it was admitted into evidence in Armstrong.

e. A copy of my dispatch of February 22, 1980. This document, which is presently unavailable to me was admitted into evidence in Armstrong.

f. A copy of my dispatch of May 14, 1980. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

g. A copy of the agreement dated October 30, 1980 between Omar Garrison and AOSH DK Publications. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

h. A copy of a letter of November 14, 1980 from AOSH DK Publications regarding the Hubbard biography project. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

i. A copy of a resolution adopted by the organization's board of directors providing an assistant to Mr. Garrison. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

j. A copy of my letter of December 12, 1981 resigning from my position as Mr. Hubbard's researcher. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

k. A copy of pages 313 to 323 of my deposition testimony of August 1, 1986 in the case of Michael J. Flynn v. Church of Scientology International in the US District Court Central District of California, Case No. CV8504853R. I have attached these pages as an exhibit to Mr. Long's affidavit herewith.

26. Attached hereto as Exhibit G is a copy of a second affidavit of Mr. Long dated October 5, 1987 which was filed in the Miller case. In pages 2 through 16 of this affidavit Mr. Long again reviews the Armstrong litigation, expands his analysis of the case's various sealing orders, and again designates several documents he claims I gave Mr. Miller in contravention of those orders.

27. At page 9 of his affidavit Mr. Long identifies three diaries written by Mr. Hubbard between 1927 and 1929 and charges that Mr. Miller or Jonathan Caven-Atack, who had assisted Miller with his research, possessed them in violation of a sealing order in Armstrong. Mr. Long goes on to state at page 10: "I am certain that the only possible source for the diaries attached by Mr. Caven-Atack as Exhibit JC-A4 is Mr. Armstrong and/or his counsel."

28. In pages 11 to 15 of his affidavit Mr. Long describes a letter to Mr. Hubbard from his mother, Mr. Hubbard's Boy Scout diary, and a letter from Mr. Hubbard to his first wife, Polly, and alleges that Mr. Miller or Mr. Caven-Atack obtained these documents from me in violation of the Court's sealing orders.

29. At page 16 Mr. Long describes three letters from Mr. Hubbard to Helen O'Brien and goes on to state: "All three of these letters were surrendered to the Clerk of the Court by Mr. Armstrong and his counsel in September 1982, and all remained under seal until they were returned to the Church in December 1986. Mr. Miller's inclusion of the information cited herein clearly shows additional breaches of confidence and violation of the orders issued by the California courts."

30. I consider that Mr. Long's assertions of what documents were sealed, when they were sealed and where they originated are erroneous, and his conclusion that I had violated the Los Angeles Superior Court's sealing orders fallacious.

31. Attached hereto as Exhibit H is a copy of a third affidavit of Mr. Long dated October 5, 1987 and filed in the Miller case. At page 4 Mr. Long repeats his accusation that "the evidence is irrefutable that the great majority of these biographical documents were obtained by Mr. Caven-Atack and Mr. Miller in violation of court sealing orders." And he states: "Gerald Armstrong has been an admitted agent provocateur of the U.S. Federal Government who planned to plant forged documents in Church files which would then be "found" by Federal officials in subsequent investigation as evidence of criminal activity."

32. Attached hereto as Exhibit I is a copy of pages 1 and 4 of an affidavit of Sheila MacDonald Chaleff dated October 5, 1987 which was filed in Miller. I do not at present have pages 2 and 3. Ms. Chaleff, whom I do not know, states at page 4: "Mr. Armstrong is known to me to be a US government informant who has admitted on video tape that he intended to plant forged documents within the Church of Scientology and then using the

contents to get the Church raided where these forged documents would be found and used against the Church."

33. Attached hereto as Exhibit J is a copy of an affidavit of Mr. Long dated October 7, 1987 and filed in Miller. The copy I have is missing a page at paragraphs 4 to 7. At paragraph 2 Mr. Long describes his responsibilities:

"I have been deeply involved in the litigation of (Armstrong) since the inception of that litigation on August 2, 1982. During the course of my participation in that litigation, I personally inventoried the materials surrendered pursuant to court order to the Clerk of the Los Angeles Superior Court in September 1982 by Gerald Armstrong and his counsel. I also attended almost every deposition and/or pre-trial proceeding held in that case, and was present as an assistant to counsel throughout each day of the trials proceedings in May and June, 1984." At paragraph 7 Mr. Long concludes: "There is no legal way that Mr. Armstrong, Mr. Miller and/or Mr. Newman could have possession of these materials."

34. At paragraph 9 Mr. Long identifies a document he has written entitled "A Chronological History of Major Armstrong Case Orders," and at paragraph 10 he describes the security operation he and a staff maintained throughout the life of the Armstrong documents as their fate was decided by various courts:

"...I maintained, along with my staff, a daily check with each court in which a temporary stay order was pending in order to ensure that I learned the minute a ruling was issued. So before the trial court received any order vacating a sealing order, the Church obtained another order sealing them up again. In actuality, it took 3-5 days for the trial court to receive a vacating order from the Higher Court and before rescript I would

personally hand deliver a new stay order. In addition, I also had my staff maintain a watch over the area of the court where these documents were kept during each so called "window" period and no one viewed and/or copied the materials." Mr. Long concludes that "(t)here can be no doubt that the documents in issue herein, no matter through whom they were funneled to Mr. Miller, originated from Mr. Armstrong, in violation of court orders."

35. At paragraph 15 Mr. Long argues the matter of the Helen O'Brien letters:

"Gerald Armstrong was the only person that had these letters and he knowingly violated several court orders -- the August 24, 1982 court order to turn in all materials to the court and the June 20, 1984 court order sealing the documents. He obviously didn't keep them sealed since Mr. Newman and Mr. Miller have copies and he didn't turn in all copies of the letters when ordered, since as a condition of settlement Mr. Armstrong turned in any materials he had concerning LRH or the Church. I personally inspected the documents he turned in in January 1987 and among them were the three Helen O'Brien letters, letters that he was ordered to turn into the court."

36. The text of the settlement agreement relating to documents, Paragraphs 7E and 7L, reads:

"E. With exception to the items specified in Paragraph 7L, Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not

limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

(a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;

(b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and

(c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and other items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible.



including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV 85-0440-HLH(Tx), presently in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal."

L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach."

37. I believe the provisions of Paragraphs 7E and 7L are unenforceable because the organization has itself violated the intent of the settlement agreement by acting improperly with the documents entrusted to it, by its own violations of sealing orders, and by its failure to deliver to me my documents in reciprocity.

38. Attached hereto as Exhibit K is a copy of an affidavit of Mr. Long dated October 8, 1987 and filed in Miller. Mr. Long responds to explanations in additional affidavits of Mr. Miller and Mr. Caven-Atack concerning sources and routes for their Hubbard documents. Mr. Long concludes again that "there is no doubt that the documents in question in the suit were improperly obtained in violation of Court Orders and in Breach of Confidence." He also quotes in his affidavit from the transcript of a hearing

of April 23, 1984 in Armstrong, a declaration of Michael Flynn from "another church case," and a comment of my lawyer Julia Dragojevic at a deposition of Homer Schomer.

39. Mr. Long also identifies, produces and quotes from an affidavit of mine dated March 7, 1986, a copy of which I have attached hereto as Exhibit L. This affidavit was filed in Tonja Burden v. Church of Scientology of California, et al. U.S. District Court, Middle District of Florida, Tampa Division, Case No. 80-501-Civ-T-17. The organization settled this case in 1986 and had the case file sealed.

40. On December 21, 1988 I received a call from Michael Flynn who relayed a message from Michael Lee Hertzberg, one of the organization's leading lawyers. Paul Morantz, Bent Corydon's attorney in one or another case, filed a motion to unseal the Armstrong court file. Judge Geernaert, who had inherited the Armstrong file after Judge Breckenridge retired, allowed the unsealing. The organization had 30 days to appeal. They wanted me to file a pleading to keep the court file sealed. They said that otherwise the "pig document" would come out. (This document, which was specifically sealed by Judge Breckenridge, was a recitation of a dream I had in 1985.) They also stated that if I didn't file something it would unsettle the settlement. They said they have a case on point. They said it would be bad for me. I could have to give the (settlement) money back. Mr. Flynn translated the facts to me: "It's a veiled threat." I said my decision at that time was to do nothing.

41. On December 22, 1988 Mr. Flynn called to tell me he had received the organization's petition for a writ of supersedeas. He said the case Mr. Hertzberg had been citing regarding unsettling the settlement involved a doctor who molested a minor patient. As part of the settlement

the file was sealed. Mr. Flynn said he was unsure how the case applies to what the organization wanted me to do. He said the court didn't get to the point of dealing with unsettling the settlement. I said I would still do nothing.

42. On December 27, 1988 I again spoke by telephone with Mr. Flynn who had himself spoken to lawyers on both sides of Mr. Corydon's litigation. This is what I considered relevant at the time: Following Judge Geernaert's unsealing of the Armstrong court file, the organization filed a petition for a writ of supersedeas claiming the sealing of the file was consideration for settlement. In his response Paul Morantz filed some settlement documents, a notary seal from the State of Pennsylvania on which identified Bill Franks, like me a former organization executive and witness in various organization-related cases, as their source. Mr. Franks had sent the documents to a lawyer to look at and the lawyer gave them to another lawyer who gave them to Mr. Morantz. The organization reacted. They claimed to have "the smoking gun," the proof of settlement violations. They charged that there are numerous breaches: they knew last summer that Mr. Franks had spent time with the Aznarans (who I understood to be organization executives who had recently defected and had sued the organization); and they had some instance of Homer Schomer doing something three weeks before. Mr. Flynn advised me he was going to file a pleading to say that the settlement documents should remain sealed. I said I felt the court file should be unsealed and almost certainly would be at some point, but that I wouldn't do anything at that time. Around November 15, 1989 I received from Ms. Plevin a copy of a document entitled "Response of Gerald Armstrong to Opposition Filed By Real Party in Interest, Bent Corydon" which is attached hereto as Exhibit M.

43. On November 18, 1989 I received a copy of a videotape of me edited from illegal videotapes made in 1984 by organization operatives and used thereafter against me. This copy had been given to the London Sunday Times, along with a package of documents concerning me which I do not yet have, in late 1987 or early 1988. Taped to the cassette is the business card of Eugene M. Ingram, the organization's private detective who set up the illegal videotaping. A copy of one side of the video cassette showing Mr. Ingram's card is attached hereto as Exhibit N.

44. On November 20, 1989 I received a call from Mr. Heller who said he wanted to talk me into giving the organization a declaration. He said Homer Schomer, who had also been subpoenaed to testify at a deposition in Corydon, had given them a declaration. Mr. Heller said it was very simple and straightforward, just two things: that I'd had either no or minimal contact with Mr. Corydon in the organization; and that subsequent to leaving I had received no information regarding him. Mr. Heller said that my signing a declaration to help ensure the deposition doesn't go forward would be of assistance to the organization and me. He said we would both have hassles if my deposition goes forward. I told Mr. Heller that it would be inappropriate and I couldn't give him the declaration. I said that I know Mr. Corydon quite well. Mr. Heller said that the organization and he did not see me as a relevant witness but a way for Corydon's attorneys to leverage a settlement. I said I saw myself as a relevant witness. I said, "From everything I've seen that's going on and everything I've heard that's going on and knowing my history and the issues I cannot see ducking (the deposition) at all. The truthful declaration would be that I would see that my experiences and my knowledge of Bent would be relevant to his case." Mr. Heller said that if I thought I would be helping Bent Corydon by

appearing, I might, but that for sure he would never help me. He said only the organization would ever help me. He stated that I should assist the organization because it had honored its agreement. He said that the organization had signed a non-disclosure agreement as well and as far as he knew had lived up to its agreement. When I paused in answering he said that if there had been any violations he wanted to know and he would rectify the problem. I said, "I think you could check with Ken Long on what has been done regarding Gerald Armstrong subsequent to the settlement. Just get from him everything that's been filed regarding Armstrong, all his declarations regarding me, all the so-called false report corrections that have been put out subsequent to the settlement, any time the so-called "Armstrong Operation" videotape has been used subsequent to the settlement." Mr. Heller reiterated at the end of our conversation that if I start to testify, for example about the Hubbard biography project, or things he and the organization consider irrelevant, they will carefully examine their rights as to what action they will take. He said he strongly suggested that I refuse to answer subject to attorney instruction. He said I had a contractual obligation as far as he could tell.

45. The provisions of the settlement agreement relating to testifying, Paragraphs 7G and 7H, read:

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organization aligned against Scientology.

H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology.

or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make himself amenable to service of any such subpoena in an manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed."

46. It is my opinion that these provisions are unenforceable because the organization is using them in a coercive and obstructive manner, because on their face they deny equal justice to anyone who would engage the organization legally, and because they are suppressive of several basic rights: speech, assembly, safety, happiness.

47. On November 30, 1989 I attended a hearing in Corydon of the organization's motion to prevent my deposition from going forward before Judge Norman Epstein in the Los Angeles Superior Court. Judge Epstein ruled that the deposition would go forward and it is now set for April 12 and 13, 1990.

48. While at the hearing I was served with a subpoena duces tecum, a copy of which is attached hereto as Exhibit O, ordering me to appear as a witness in the trial of Religious Technology Center, et al. v. Joseph Yanney, et al., Los Angeles Superior Court Case No. C690211. The subpoena also orders the production of the settlement agreement. The Yanney trial is at this date proceeding before Judge Raymond Cardenas in department 41.

49. On January 18, 1990 I received from Flynn, Sheridan and Tabb, the law firm which had represented me in Armstrong, a copy of a new appeal, No. B025920, which the organization had filed on December 21, 1989

in Division Three of the Second Appellate District in the California Court of Appeal. In this appeal the organization seeks a reversal of the Breckenridge decision (Exhibit A).

50. On January 30, 1990 I received from Flynn, Sheridan & Tabb the "Reply Brief of Appellants and Response to Cross-Appeal" filed in Division Four of the Second Appellate District in the Court of Appeal in a case entitled Church of Scientology of California and Mary Sue Hubbard, Appellants, against Gerald Armstrong, Defendant; Bent Corydon, Appellee, Civ. No. B038975. In this appeal the organization is seeking a reversal of Judge Geernaert's decision unsealing the Armstrong case file.

51. On February 15, 1990 I received a telephone call from attorney Michael Tabb, a partner of Michael Flynn, who said that he had been called by Larry Heller who told him that the organization considered I had violated the settlement agreement by being in the courthouse to be served in Yanney, that they intended to prove it, and that I would be sued.

52. On February 20, 1990 I executed a document I titled "Respondent's Petition for Permission to File Response and for an Extension of Time to File Response," a copy of which is attached hereto as Exhibit P, and had it mailed to the Court of Appeal. The document was filed in the Armstrong appeal, No. B025920, in Division Three on February 28.

53. On February 21, 1990 I executed a document I titled "Defendant's Petition for Permission to File Response and for Time to File," a copy of which is attached hereto as Exhibit Q, and had it mailed to the Court of Appeal. This document was filed in the Corydon appeal, No. B038975, in Division Four on March 1.

54. At some point the Court of Appeal unsealed the settlement agreement, which I had attached as a sealed exhibit to my two petitions and which I have attached hereto as Exhibit R.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this fifteenth day of March, 1990 at Oakland, California.

A handwritten signature in black ink, appearing to read 'G. Armstrong', is written over a horizontal line. The signature is stylized and somewhat cursive.

Gerald Armstrong



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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY OF CALIFORNIA,	)	No. C 420153
	)	
Plaintiff,	)	MEMORANDUM OF
	)	INTENDED DECISION
vs.	)	
	)	
GERALD ARMSTRONG,	)	
	)	
Defendant.	)	
<hr/>		
MARY SUE HUBBARD,	)	
	)	
Intervenor.	)	
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In this matter heretofore taken under submission, the Court announces its intended decision as follows:

As to the tort causes of action, plaintiff, and plaintiff in intervention are to take nothing, and defendant is entitled to Judgment and costs.

As to the equitable actions, the court finds that neither plaintiff has clean hands, and that at least as of this time, are not entitled to the immediate return of any document or objects presently retained by the court clerk. All exhibits

1 received in evidence or marked for identification, unless  
2 specifically ordered sealed<sup>1</sup>, are matters of public record and  
3 shall be available for public inspection or use to the same  
4 extent that any such exhibit would be available in any other  
5 lawsuit. In other words they are to be treated henceforth no  
6 differently than similar exhibits in other cases in Superior  
7 Court. Furthermore, the "inventory list and description," of  
8 materials turned over by Armstrong's attorneys to the court,  
9 shall not be considered or deemed to be confidential, private,  
10 or under seal.

11 All other documents or objects presently in the possession  
12 of the clerk (not marked herein as court exhibits) shall be  
13 retained by the clerk, subject to the same orders as are  
14 presently in effect as to sealing and inspection, until such  
15 time as trial court proceedings are concluded as to the severed  
16 cross complaint. For the purposes of this Judgment, conclusion  
17 will occur when any motion for a new trial has been denied, or  
18 the time within such a motion must be brought has expired  
19 without such a motion being made. At that time, all documents  
20 neither received in evidence, nor marked for identification  
21 only, shall be released by the clerk to plaintiff's  
22 representatives. Notwithstanding this order, the parties may

23  
24  
25 1. Exhibits in evidence No. 500-40; JJJ; KKK; LLL; MMM;  
26 NNN; OOO; PPP; QQQ; RRR; and 500-QQQQ.

27 Exhibits for identification only No. JJJJ; Series  
28 500-DDDD, EEEE, FFFF, GGGG, HHHH, IIII, NNNN-1, OOOO, ZZZZ,  
CCCC, GGGG, IIII, KKKK, LLLL, OOOO, PPPP, QQQQ, BBBB,  
OOOOO, BBBB.

1 at any time by written stipulation filed with the clerk obtain  
2 release of any or all such unused materials.

3 Defendant and his counsel are free to speak or communicate  
4 upon any of Defendant Armstrong's recollections of his life as  
5 a Scientologist or the contents of any exhibit received in  
6 evidence or marked for identification and not specifically  
7 ordered sealed. As to all documents, and other materials held  
8 under seal by the clerk, counsel and the defendant shall remain  
9 subject to the same injunctions as presently exist, at least  
10 until the conclusion of the proceedings on the cross complaint.  
11 However, in any other legal proceedings in which defense  
12 counsel, or any of them, is of record, such counsel shall have  
13 the right to discuss exhibits under seal, or their contents, if  
14 such is reasonably necessary and incidental to the proper  
15 representation of his or her client.

16 Further, if any court of competent jurisdiction orders  
17 defendant or his attorney to testify concerning the fact of any  
18 such exhibit, document, object, or its contents, such testimony  
19 shall be given, and no violation of this order will occur.  
20 Likewise, defendant and his counsel may discuss the contents of  
21 any documents under seal or of any matters as to which this  
22 court has found to be privileged as between the parties hereto,  
23 with any duly constituted Governmental Law Enforcement Agency  
24 or submit any exhibits or declarations thereto concerning such  
25 document or materials, without violating any order of this  
26 court.

27 ///

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1 and invasion of privacy (misuse by a person of private matters  
2 entrusted to him for certain specific purposes only).

3 While defendant has asserted various theories of defense,  
4 the basic thrust of his testimony is that he did what he did,  
5 because he believed that his life, physical and mental well  
6 being, as well as that of his wife were threatened because the  
7 organization was aware of what he knew about the life of LRH,  
8 the secret machinations and financial activities of the Church,  
9 and his dedication to the truth. He believed that the only way  
10 he could defend himself, physically as well as from harassing  
11 lawsuits, was to take from Omar Garrison those materials which  
12 would support and corroborate everything that he had been  
13 saying within the Church about LRH and the Church, or refute  
14 the allegations made against him in the April 22 Suppressive  
15 Person Declare. He believed that the only way he could be sure  
16 that the documents would remain secure for his future use was  
17 to send them to his attorneys, and that to protect himself, he  
18 had to go public so as to minimize the risk that LRH, the  
19 Church, or any of their agents would do him physical harm.

20 This conduct if reasonably believed in by defendant and  
21 engaged in by him in good faith, finds support as a defense to  
22 the plaintiff's charges in the Restatements of Agency, Torts,  
23 and case law.

24 Restatement of Agency, Second, provides:

25 "Section 395f: An agent is privileged to reveal  
26 information confidentially acquired by him in the course  
27 of his agency in the protection of a superior interest of  
28 himself or a third person.

1 "Section 418: An agent is privileged to protect  
2 interests of his own which are superior to those of the  
3 principal, even though he does so at the expense of the  
4 principal's interest or in disobedience to his orders."

5 Restatement of torts, Second, section 271:

6 "One is privileged to commit an act which would  
7 otherwise be a trespass to or a conversion of a chattel in  
8 the possession of another, for the purpose of defending  
9 himself or a third person against the other, under the  
10 same conditions which would afford a privilege to inflict  
11 harmful or offensive contact upon the other for the same  
12 purpose."

13 The Restatement of Torts, Second, section 652a, as well as  
14 case law, make it clear that not all invasions of privacy are  
15 unlawful or tortious. It is only when the invasion is  
16 unreasonable that it becomes actionable. Hence, the trier of  
17 fact must engage in a balancing test, weighing the nature and  
18 extent of the invasion, as against the purported justification  
19 therefore to determine whether in a given case, the particular  
20 invasion or intrusion was unreasonable.

21 In addition the defendant has asserted as a defense the  
22 principal involved in the case of Willig v. Gold, 75  
23 Cal.App.2d, 809, 814, which holds that an agent has a right or  
24 privilege to disclose his principal's dishonest acts to the  
25 party prejudicially affected by them.

26 Plaintiff Church has asserted and obviously has certain  
27 rights arising out of the First Amendment. Thus, the court  
28 cannot, and has not, inquired into or attempted to evaluate the

1 merits, accuracy, or truthfulness of Scientology or any of its  
2 precepts as a religion. First Amendment rights, however,  
3 cannot be utilized by the Church or its members, as a sword to  
4 preclude the defendant, whom the Church is suing, from  
5 defending himself. Therefore, the actual practices of the  
6 Church or its members, as it relates to the reasonableness of  
7 the defendant's conduct and his state of mind are relevant,  
8 admissible, and have been considered by the court.

9 As indicated by its factual findings, the court finds the  
10 testimony of Gerald and Jocelyn Armstrong, Laurel Sullivan,  
11 Nancy Dincalcis, Edward Walters, Omar Garrison, Kima Douglas,  
12 and Howard Schomer to be credible, extremely persuasive, and  
13 the defense of privilege or justification established and  
14 corroborated by this evidence. Obviously, there are some  
15 discrepancies or variations in recollections, but these are the  
16 normal problems which arise from lapse of time, or from  
17 different people viewing matters or events from different  
18 perspectives. In all critical and important matters, their  
19 testimony was precise, accurate, and rang true. The picture  
20 painted by these former dedicated Scientologists, all of whom  
21 were intimately involved with LRH, or Mary Jane Hubbard, or of  
22 the Scientology Organization, is on the one hand pathetic, and  
23 on the other, outrageous. Each of these persons literally gave  
24 years of his or her respective life in support of a man, LRH,  
25 and his ideas. Each has manifested a waste and loss or  
26 frustration which is incapable of description. Each has broken  
27 with the movement for a variety of reasons, but at the same  
28 time, each is, still bound by the knowledge that the Church has

1 in its possession his or her most inner thoughts and  
2 confessions, all recorded in "pre-clear (P.C.) folders" or  
3 other security files of the organization, and that the Church  
4 or its minions is fully capable of intimidation or other  
5 physical or psychological abuse if it suits their ends. The  
6 record is replete with evidence of such abuse.

7 In 1970 a police agency of the French Government conducted  
8 an investigation into Scientology and concluded, "this sect,  
9 under the pretext of 'freeing humans' is nothing in reality but  
10 a vast enterprise to extract the maximum amount of money from  
11 its adepts by (use of) pseudo-scientific theories, by (use of)  
12 'auditions' and 'stage settings' (lit. to create a theatrical  
13 scene') pushed to extremes (a machine to detect lies, its own  
14 particular phraseology . . . ), to estrange adepts from their  
15 families and to exercise a kind of blackmail against persons  
16 who do not wish to continue with this sect."<sup>2</sup> From the  
17 evidence presented to this court in 1984, at the very least,  
18 similar conclusions can be drawn. In addition to violating and  
19 abusing its own members civil rights, the organization over the  
20 years with its "Fair Game" doctrine has harassed and abused  
21 those persons not in the Church whom it perceives as enemies.  
22 The organization clearly is schizophrenic and paranoid, and  
23 this bizarre combination seems to be a reflection of its  
24 founder LRH. The evidence portrays a man who has been  
25 virtually a pathological liar when it comes to his history,  
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28 2. Exhibit 500-HHHHH.



1 background, and achievements. The writings and documents in  
2 evidence additionally reflect his egoism, greed, avarice, lust  
3 for power, and vindictiveness and aggressiveness against  
4 persons perceived by him to be disloyal or hostile. At the  
5 same time it appears that he is charismatic and highly capable  
6 of motivating, organizing, controlling, manipulating, and  
7 inspiring his adherents. He has been referred to during the  
8 trial as a "genius," a "revered person," a man who was "viewed  
9 by his followers in awe." Obviously, he is and has been a very  
10 complex person, and that complexity is further reflected in his  
11 alter ego, the Church of Scientology. Notwithstanding  
12 protestations to the contrary, this court is satisfied that LRH  
13 runs the Church in all ways through the Sea Organization, his  
14 role of Commodore, and the Commodore's Messengers.<sup>3</sup> He has, of  
15 course, chosen to go into "seclusion," but he maintains contact  
16 and control through the top messengers. Seclusion has its  
17 light and dark side too. It adds to his mystique, and yet  
18 shields him from accountability and subpoena or service of  
19 summons.

20 LRH's wife, Mary Sue Hubbard is also a plaintiff herein.  
21 On the one hand she certainly appeared to be a pathetic  
22 individual. She was forced from her post as Controller,  
23 convicted and imprisoned as a felon, and deserted by her  
24 husband. On the other hand her credibility leaves much to be  
25 desired. She struck the familiar pose of not seeing, hearing,  
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27 3. See Exhibit K: Flag Order 3729 - 15 September 1978  
28 "Commodore's Messengers."

1 or knowing any evil. Yet she was the head of the Guardian  
2 Office for years and among other things, authored the infamous  
3 order "GO 121669"<sup>4</sup> which directed culling of supposedly  
4 confidential P.C. files/folders for purposes of internal  
5 security. In her testimony she expressed the feeling that  
6 defendant by delivering the documents, writings, letters to his  
7 attorneys, subjected her to mental rape. The evidence is clear  
8 and the court finds that defendant and Omar Garrison had  
9 permission to utilize these documents for the purpose of  
10 Garrison's proposed biography. The only other persons who were  
11 shown any of the documents were defendant's attorneys, the  
12 Douglasses, the Dincalcis, and apparently some documents  
13 specifically affecting LRH's son "Nibs," were shown to "Nibs."  
14 The Douglasses and Dincalcises were disaffected Scientologists  
15 who had a concern for their own safety and mental security, and  
16 were much in the same situation as defendant. They had not  
17 been declared as suppressive, but Scientology had their P.C.  
18 folders, as well as other confessions, and they were extremely  
19 apprehensive. They did not see very many of the documents, and  
20 it is not entirely clear which they saw. At any rate Mary Sue  
21 Hubbard did not appear to be so much distressed by this fact,  
22 as by the fact that Armstrong had given the documents to  
23 Michael Flynn, whom the Church considered its foremost

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4. Exhibit AAA.

1 lawyer-enemy.<sup>5</sup> However, just as the plaintiffs have First  
2 Amendment rights, the defendant has a Constitutional right to  
3 an attorney of his own choosing. In legal contemplation the  
4 fact that defendant selected Mr. Flynn rather than some other  
5 lawyer cannot by itself be tortious. In determining whether  
6 the defendant unreasonably invaded Mrs. Hubbard's privacy, the  
7 court is satisfied the invasion was slight, and the reasons and  
8 justification for defendant's conduct manifest. Defendant was  
9 told by Scientology to get an attorney. He was declared an  
10 enemy by the Church. He believed, reasonably, that he was  
11 subject to "fair game." The only way he could defend himself,  
12 his integrity, and his wife was to take that which was  
13 available to him and place it in a safe harbor, to wit, his  
14 lawyer's custody. He may have engaged in overkill, in the  
15 sense that he took voluminous materials, some of which appear  
16 only marginally relevant to his defense. But he was not a  
17 lawyer and cannot be held to that precise standard of judgment.  
18 Further, at the time that he was accumulating the material, he  
19 was terrified and undergoing severe emotional turmoil. The  
20 court is satisfied that he did not unreasonably intrude upon  
21 Mrs. Hubbard's privacy under the circumstances by in effect  
22 simply making his knowledge that of his attorneys. It is, of  
23 course, rather ironic that the person who authorized G.O. order  
24 121669 should complain about an invasion of privacy. The

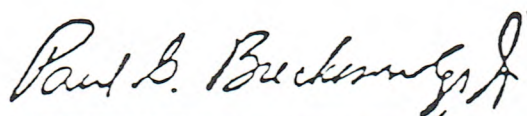
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25  
26 5. "No, I think my emotional distress and upset is the  
27 fact that someone took papers and materials without my  
28 authorization and then gave them to your Mr. Flynn."  
Reporter's Transcript, p. 1006.

1 practice of culling supposedly confidential "P.C. folders or  
2 files" to obtain information for purposes of intimidation  
3 and/or harassment is repugnant and outrageous. The Guardian's  
4 Office, which plaintiff headed, was no respecter of anyone's  
5 civil rights, particularly that of privacy. Plaintiff Mary Sue  
6 Hubbard's cause of action for conversion must fail for the same  
7 reason as plaintiff Church. The documents were all together in  
8 Omar Garrison's possession. There was no rational way the  
9 defendant could make any distinction.

10 Insofar as the return of documents is concerned, matters  
11 which are still under seal may have evidentiary value in the  
12 trial of the cross complaint or in other third party  
13 litigation. By the time that proceedings on the cross  
14 complaint are concluded, the court's present feeling is that  
15 those documents or objects not used by that time should be  
16 returned to plaintiff. However, the court will reserve  
17 jurisdiction to reconsider that should circumstances warrant.

18 Dated: June 20, 1984

19 

20 PAUL G. BRECKENRIDGE, JR.  
21 Judge of the Superior Court

1  
2 Appendix

3 Defendant Armstrong was involved with Scientology from  
4 1969 through 1981, a period spanning 12 years. During that  
5 time he was a dedicated and devoted member who revered the  
6 founder, L. Ron Hubbard. There was little that Defendant  
7 Armstrong would not do for Hubbard or the Organization. He  
8 gave up formal education, one-third of his life, money and  
9 anything he could give in order to further the goals of  
10 Scientology, goals he believed were based upon the truth,  
11 honesty, integrity of Hubbard and the Organization.

12 From 1971 through 1981, Defendant Armstrong was a member  
13 of the Sea Organization, a group of highly trained  
14 scientologists who were considered the upper echelon of the  
15 Scientology organization. During those years he was placed in  
16 various locations, but it was never made clear to him exactly  
17 which Scientology corporation he was working for. Defendant  
18 Armstrong understood that, ultimately, he was working for L.  
19 Ron Hubbard, who controlled all Scientology finances,  
20 personnel, and operations while Defendant was in the Sea  
21 Organization.

22 Beginning in 1979 Defendant Armstrong resided at Gilman  
23 Hot Springs, California, in Hubbard's "Household Unit." The  
24 Household Unit took care of the personal wishes and needs of  
25 Hubbard at many levels. Defendant Armstrong acted as the L.  
26 Ron Hubbard Renovations In-Charge and was responsible for  
27 renovations, decoration, and maintenance of Hubbard's home and  
28 office at Gilman Hot Springs.

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1 In January of 1980 there was an announcement of a possible  
2 raid to be made by the FBI or other law enforcement agencies of  
3 the property. Everyone on the property was required by  
4 Hubbard's representatives, the Commodore's Messengers, to go  
5 through all documents located on the property and "vet" or  
6 destroy anything which showed that Hubbard controlled  
7 Scientology organizations, retained financial control, or was  
8 issuing orders to people at Gilman Hot Springs.

9 A commercial paper shredder was rented and operated day  
10 and night for two weeks to destroy hundreds of thousands of  
11 pages of documents.

12 During the period of shredding, Brenda Black, the  
13 individual responsible for storage of Hubbard's personal  
14 belongings at Gilman Hot Springs, came to Defendant Armstrong  
15 with a box of documents and asked whether they were to be  
16 shredded. Defendant Armstrong reviewed the documents and found  
17 that they consisted of a wide variety of documents including  
18 Hubbard's personal papers, diaries, and other writings from a  
19 time before he started Dianetics in 1950, together with  
20 documents belonging to third persons which had apparently been  
21 stolen by Hubbard or his agents. Defendant Armstrong took the  
22 documents from Ms. Black and placed them in a safe location on  
23 the property. He then searched for and located another twenty  
24 or more boxes containing similar materials, which were poorly  
25 maintained.

26 On January 8, 1980, Defendant Armstrong wrote a petition  
27 to Hubbard requesting his permission to perform the research  
28 for a biography to be done about his life. The petition states

1 that Defendant Armstrong had located the subject materials and  
2 lists of a number of activities he wished to perform in  
3 connection with the biography research.

4 Hubbard approved the petition, and Defendant Armstrong  
5 became the L. Ron Hubbard Personal Relations Officer Researcher  
6 (PPRO Res). Defendant claims that this petition and its  
7 approval forms the basis for a contract between Defendant and  
8 Hubbard. Defendant Armstrong's supervisor was then Laurel  
9 Sullivan, L. Ron Hubbard's Personal Public Relations Officer.

10 During the first part of 1980, Defendant Armstrong moved  
11 all of the L. Ron Hubbard Archives materials he had located at  
12 Gilman Hot Springs to an office in the Church of Scientology  
13 Cedars Complex in Los Angeles. These materials comprised  
14 approximately six file cabinets. Defendant Armstrong had  
15 located himself in the Cedars Complex, because he was also  
16 involved in "Mission Corporate Category Sort-Out," a mission to  
17 work out legal strategy. Defendant Armstrong was involved with  
18 this mission until June of 1980.

19 It was also during this early part of 1980 that Hubbard  
20 left the location in Gilman Hot Springs, California, and went  
21 into hiding. Although Defendant Armstrong was advised by  
22 Laurel Sullivan that no one could communicate with Hubbard,  
23 Defendant Armstrong knew that the ability for communication  
24 existed, because he had forwarded materials to Hubbard at his  
25 request in mid-1980.

26 Because of this purported inability to communicate with  
27 Hubbard, Defendant Armstrong's request to purchase biographical  
28 materials of Hubbard from people who offered them for sale went

1 to the Commodore's Messenger Organization, the personal  
2 representatives of Hubbard.

3 In June of 1980 Defendant Armstrong became involved in the  
4 selection of a writer for the Hubbard biography. Defendant  
5 Armstrong learned that Hubbard had approved of a biography  
6 proposal prepared by Omar Garrison, a writer who was not a  
7 member of Scientology. Defendant Armstrong had meetings with  
8 Mr. Garrison regarding the writing of the biography and what  
9 documentation and assistance would be made available to him.  
10 As understood by Mr. Garrison, Defendant Armstrong represented  
11 Hubbard in these discussions.

12 Mr. Garrison was advised that the research material he  
13 would have at his disposal were Hubbard's personal archives.  
14 Mr. Garrison would only undertake a writing of the biography if  
15 the materials provided to him were from Hubbard's personal  
16 archives, and only if his manuscript was subject to the  
17 approval of Hubbard himself.

18 In October of 1980 Mr. Garrison came to Los Angeles and  
19 was toured through the Hubbard archives materials that  
20 Defendant Armstrong had assembled up to that time. This was an  
21 important "selling point" in obtaining Mr. Garrison's agreement  
22 to write the biography. On October 30, 1980, an agreement was  
23 entered into between Ralston-Pilot, ncv. F/S/O Omar V.  
24 Garrison, and AOSH'DK Publications of Copenhagen, Denmark, for  
25 the writing of a biography of Hubbard.

26 Paragraph 10B of the agreement states that:

27 "Publisher shall use its best efforts to provide  
28 Author with an office, an officer assistant and/or



1 research assistant, office supplies and any needed  
2 archival and interview materials in connection with  
3 the writing of the Work."

4 The "research assistant" provided to Mr. Garrison was  
5 Defendant Armstrong.

6 During 1980 Defendant Armstrong exchanged correspondence  
7 with Intervenor regarding the biography project. Following his  
8 approval by Hubbard as biography researcher, Defendant  
9 Armstrong wrote to Intervenor on February 5, 1980, advising her  
10 of the scope of the project. In the letter Defendant stated  
11 that he had found documents which included Hubbard's diary from  
12 his Orient trip, poems, essays from his youth, and several  
13 personal letters, as well as other things.

14 By letter of February 11, 1980, Intervenor responded to  
15 Defendant, acknowledging that he would be carrying out the  
16 duties of Biography Researcher.

17 On October 14, 1980, Defendant Armstrong again wrote to  
18 Intervenor, updating her on "Archives materials" and proposing  
19 certain guidelines for the handling of those materials.

20 It was Intervenor who, in early 1981, ordered certain  
21 biographical materials from "Controller Archives" to be  
22 delivered to Defendant Armstrong. These materials consisted of  
23 several letters written by Hubbard in the 1920's and 1930's,  
24 Hubbard's Boy Scout books and materials, several old Hubbard  
25 family photographs, a diary kept by Hubbard in his youth, and  
26 several other items.

27 Defendant Armstrong received these materials upon the  
28 order of Intervenor, following his letter of October 15, 1980,

1 to her in which Defendant stated, at page 7, that there were  
2 materials in the "Controller Archives" that would be helpful to  
3 him in the biography research.

4 After these materials were delivered to Defendant  
5 Armstrong, Intervenor was removed from her Scientology position  
6 of Controller in 1981, presumably because of her conviction for  
7 the felony of obstruction of justice in connection with the  
8 theft of Scientology documents from various government offices  
9 and agencies in Washington, D.C.

10 During the time Defendant Armstrong worked on the  
11 biography project and acted as Hubbard Archivist, there was  
12 never any mention that he was not to be dealing with Hubbard's  
13 personal documents or that the delivery of those documents to  
14 Mr. Garrison was not authorized.

15 For the first year or more of the Hubbard biography and  
16 archive project, funding came from Hubbard's personal staff  
17 unit at Gilman Hot Springs, California. In early 1981,  
18 however, Defendant Armstrong's supervisor, Laurel Sullivan,  
19 ordered him to request that funding come from what was known as  
20 SEA Org Reserves. Approval for this change in funding came  
21 from the SEA Org Reserves Chief and Watch Dog Committee, the  
22 top Commodores Messenger Organization unit, who were Hubbard's  
23 personal representatives.

24 From November of 1980 through 1981, Defendant Armstrong  
25 worked closely with Mr. Garrison, assembling Hubbard's archives  
26 into logical categories, copying them and arranging the copies  
27 of the Archives materials into bound volumes. Defendant  
28 Armstrong made two copies of almost all documents copied for

1 Mr. Garrison - one for Mr. Garrison and the other to remain in  
2 Hubbard Archives for reference or recopying. Defendant  
3 Armstrong created approximately 400 binders of documents. The  
4 vast majority of the documents for Mr. Garrison came from  
5 Hubbard's personal Archives, of which Defendant Armstrong was  
6 in charge. Materials which came from other Archives, such as  
7 the Controller Archives, were provided to Defendant Armstrong  
8 by Scientology staff members who had these documents in their  
9 care.

10 It was not until late 1981 that Plaintiff was to provide a  
11 person to assist on the biography project by providing Mr.  
12 Garrison with "Guardian Office" materials, otherwise described  
13 as technical materials relating to the operation of  
14 Scientology. The individual appointed for this task was Vaughn  
15 Young. Controller Archives and Guardian Office Archives had no  
16 connection to the Hubbard Archives, which Defendant Armstrong  
17 created and maintained as Hubbard's personal materials.

18 In addition to the assemblage of Hubbard's Archives,  
19 Defendant Armstrong worked continually on researching and  
20 assembling materials concerning Hubbard by interviewing dozens  
21 of individuals, including Hubbard's living aunt, uncle, and  
22 four cousins. Defendant Armstrong did a geneology study of  
23 Hubbard's family and collected, assembled, and read hundreds of  
24 thousands of pages of documentation in Hubbard's Archives.

25 During 1980 Defendant Armstrong remained convinced of  
26 Hubbard's honesty and integrity and believed that the  
27 representations he had made about himself in various  
28 publications were truthful. Defendant Armstrong was devoted to

1 Hubbard and was convinced that any information which he  
2 discovered to be unflattering of Hubbard or contradictory to  
3 what Hubbard has said about himself, was a lie being spread by  
4 Hubbard's enemies. Even when Defendant Armstrong located  
5 documents in Hubbard's Archives which indicated that  
6 representations made by Hubbard and the Organization were  
7 untrue, Defendant Armstrong would find some means to "explain  
8 away" the contradictory information.

9 Slowly, however, throughout 1981, Defendant Armstrong  
10 began to see that Hubbard and the Organization had continuously  
11 lied about Hubbard's past, his credentials, and his  
12 accomplishments. Defendant Armstrong believed, in good faith,  
13 that the only means by which Scientology could succeed in what  
14 Defendant Armstrong believed was its goal of creating an  
15 ethical environment on earth, and the only way Hubbard could be  
16 free of his critics, would be for Hubbard and the Organization  
17 to discontinue the lies about Hubbard's past, his credentials,  
18 and accomplishments. Defendant Armstrong resisted any public  
19 relations piece or announcement about Hubbard which the L. Ron  
20 Hubbard Public Relations Bureau proposed for publication which  
21 was not factual. Defendant Armstrong attempted to change and  
22 make accurate the various "about the author" sections in  
23 Scientology books, and further, Defendant rewrote or critiqued  
24 several of these and other publications for the L. Ron Hubbard  
25 Public Relations Bureau and various Scientology Organizations.  
26 Defendant Armstrong believed and desired that the Scientology  
27 Organization and its leader discontinue the perpetration of the

28 ///

1 massive fraud upon the innocent followers of Scientology, and  
2 the public at large.

3 Because of Defendant Armstrong's actions, in late November  
4 of 1981, Defendant was requested to come to Gilman Hot Springs  
5 by Commodore Messenger Organization Executive, Cirrus Slevin.  
6 Defendant Armstrong was ordered to undergo a "security check,"  
7 which involved Defendant Armstrong's interrogation while  
8 connected to a crude Scientology lie detector machine called an  
9 E-meter.

10 The Organization wished to determine what materials  
11 Defendant Armstrong had provided to Omar Garrison. Defendant  
12 Armstrong was struck by the realization that the Organization  
13 would not work with him to correct the numerous fraudulent  
14 representations made to followers of Scientology and the public  
15 about L. Ron Hubbard and the Organization itself. Defendant  
16 Armstrong, who, for twelve years of his life, had placed his  
17 complete and full trust in Mr. and Mrs. Hubbard and the  
18 Scientology Organization, saw that his trust had no meaning and  
19 that the massive frauds perpetrated about Hubbard's past,  
20 credentials, and accomplishments would continue to be spread.

21 Less than three weeks before Defendant Armstrong left  
22 Scientology, he wrote a letter to Cirrus Slevin on November 25,  
23 1981, in which it is clear that his intentions in airing the  
24 inaccuracies, falsehoods, and frauds regarding Hubbard were  
25 done in good faith. In his letter he stated as follows:

26 "If we present inaccuracies, hyperbole  
27 or downright lies as fact or truth, it  
28 doesn't matter what slant we give them, if

1 disproved the man will look, to outsiders  
2 at least, like a charlatan. This is what  
3 I'm trying to prevent and what I've been  
4 working on the past year and a half.

5 . . .

6 "and that is why I said to Norman that  
7 it is up to us to insure that everything  
8 which goes out about LRH is one hundred  
9 percent accurate. That is not to say that  
10 opinions can't be voiced, they can. And  
11 they can contain all the hype you want.  
12 But they should not be construed as facts.  
13 And anything stated as a fact should be  
14 documentable.

15 "we are in a period when  
16 'investigative reporting' is popular, and  
17 when there is relatively easy access to  
18 documentation on a person. We can't delude  
19 ourselves I believe, if we want to gain  
20 public acceptance and cause some betterment  
21 in society, that we can get away with  
22 statements, the validity of which we don't  
23 know.

24 "The real disservice to LRH, and the  
25 ultimate make-wrong is to go on assuming  
26 that everything he's ever written or said  
27 is one hundred percent accurate and publish  
28 it as such without verifying it. I'm

1 talking here about biographical or  
2 non-technical writings. This only leads,  
3 should any of his statements turn out to be  
4 inaccurate, to a make-wrong of him, and  
5 consequently his technology.

6 "That's what I'm trying to remedy and  
7 prevent.

8 . . .

9 "To say that LRH is not capable of  
10 hype, errors or lies is certainly <sup>^sic</sup> not  
11 granting him much of a beingness. To  
12 continue on with the line that he has never  
13 erred nor lied is counterproductive. It is  
14 an unreal attitude and too far removed from  
15 both the reality and people in general that  
16 it would widen public unacceptance.

17 . . .

18 ". . . That is why I feel the  
19 falsities must be corrected, and why we  
20 must verify our facts and present them in a  
21 favorable light."

22  
23 The remainder of the letter contains examples of facts  
24 about Hubbard which Defendant Armstrong found to be wholly  
25 untrue or inaccurate and which were represented as true by the  
26 Hubbards and the Scientology Organization.

27 In December of 1981 Defendant Armstrong made the decision  
28 to leave the Church of Scientology. In order to continue in

1 his commitment to Hubbard and Mr. Garrison in the biography  
2 project, he copied a large quantity of documents, which Mr.  
3 Garrison had requested or which would be useful to him for the  
4 biography. Defendant Armstrong delivered all of this material  
5 to Mr. Garrison the date he left the SEA Organization and kept  
6 nothing in his possession.

7       Thereafter, Defendant Armstrong maintained friendly  
8 relations with Hubbard's representatives by returning to the  
9 Archives office and discussing the various categories of  
10 materials. In fact on February 24, 1982, Defendant Armstrong  
11 wrote to Vaughn Young, regarding certain materials Mr. Young  
12 was unable to locate for Omar Garrison.

13       After this letter was written, Defendant Armstrong went to  
14 the Archives office and located certain materials Mr. Garrison  
15 had wanted which Hubbard representatives claimed they could not  
16 locate.

17       At the time Defendant Armstrong left the SEA Organization,  
18 he was disappointed with Scientology and Hubbard, and also felt  
19 deceived by them. However, Defendant Armstrong felt he had no  
20 enemies and felt no ill will toward anyone in the Organization  
21 or Hubbard, but still believed that a truthful biography should  
22 be written.

23       After leaving the SEA Organization, Defendant ARMstrong  
24 continued to assist Mr. Garrison with the Hubbard biography  
25 project. In the spring of 1982, Defendant Armstrong at Mr.  
26 Garrison's request, transcribed some of his interview tapes,  
27 copied some of the documentation he had, and assembled several  
28 more binders of copied materials. Defendant Armstrong also set



1 up shelves for Mr. Garrison for all the biography research  
2 materials, worked on a cross-reference systems, and continued  
3 to do library research for the biography.

4 On February 18, 1982, the Church of Scientology  
5 International issued a "Suppressive Person Declare Gerry  
6 Armstrong," which is an official Scientology document issued  
7 against individuals who are considered as enemies of the  
8 Organization. Said Suppressive Person Declare charged that  
9 Defendant Armstrong had taken an unauthorized leave and that he  
10 was spreading destructive rumors about Senior Scientologists.

11 Defendant Armstrong was unaware of said Suppressive Person  
12 Declare until April of 1982. At that time a revised Declare  
13 was issued on April 22, 1982. Said Declare charged Defendant  
14 Armstrong with 18 different "Crimes and High Crimes and  
15 Suppressive Acts Against the Church." The charges included  
16 theft, juggling accounts, obtaining loans on money under false  
17 pretenses, promulgating false information about the Church,  
18 its founder, and members, and other untruthful allegations  
19 designed to make Defendant Armstrong an appropriate subject of  
20 the Scientology "Fair Game Doctrine." Said Doctrine allows an  
21 suppressive person to be "tricked, cheated, lied to, sued, or  
22 destroyed."

23 The second declare was issued shortly after Defendant  
24 Armstrong attempted to sell photographs of his wedding on board  
25 Hubbard's ship (in which Hubbard appears), and photographs  
26 belonging to some of his friends, which also included photos of  
27 L.R. Hubbard while in seclusion. Although Defendant Armstrong  
28 delivered the photographs to a Virgil Wilhite for sale, he

1 never received payment or return of his friend's photographs.  
2 When he became aware that the Church had these photographs, he  
3 went to the Organization to request their return. A loud and  
4 boisterous argument ensued, and he eventually was told to leave  
5 the premises and get an attorney.

6 From his extensive knowledge of the covert and  
7 intelligence operations carried out by the Church of  
8 Scientology of California against its enemies (suppressive  
9 persons), Defendant Armstrong became terrified and feared that  
10 his life and the life of his wife were in danger, and he also  
11 feared he would be the target of costly and harassing lawsuits.  
12 In addition, Mr. Garrison became afraid for the security of the  
13 documents and believed that the intelligence network of the  
14 Church of Scientology would break and enter his home to  
15 retrieve them. Thus, Defendant Armstrong made copies of  
16 certain documents for Mr. Garrison and maintained them in a  
17 separate location.

18 It was thereafter, in the summer of 1982, that Defendant  
19 Armstrong asked Mr. Garrison for copies of documents to use in  
20 his defense and sent the documents to his attorneys, Michael  
21 Flynn and Contos & Bunch.

22 After the within suit was filed on August 2, 1982,  
23 Defendant Armstrong was the subject of harassment, including  
24 being followed and surveilled by individuals who admitted  
25 employment by Plaintiff; being assaulted by one of these  
26 individuals; being struck bodily by a car driven by one of  
27 these individuals; having two attempts made by said individuals  
28 apparently to involve Defendant Armstrong in a freeway

1 automobile accident; having said individuals come onto  
2 Defendant Armstrong's property, spy in his windows, create  
3 disturbances, and upset his neighbors. During trial when it  
4 appeared that Howard Schomer (a former Scientologist) might be  
5 called as a defense witness, the Church engaged in a somewhat  
6 sophisticated effort to suppress his testimony. It is not  
7 clear how the Church became aware of defense intentions to call  
8 Mr. Schomer as a witness, but it is abundantly clear they  
9 sought to entice him back into the fold and prevent his  
10 testimony.

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NOT TO BE PUBLISHED

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
SECOND APPELLATE DISTRICT  
DIVISION THREE

CHURCH OF SCIENTOLOGY )  
OF CALIFORNIA, )

Plaintiff )  
and Appellant; )

MARY SUE HUBBARD, )

Intervener )  
and Appellant, )

v. )

GERALD ARMSTRONG, )

Defendant )  
and Respondent. )

B005912

(Super.Ct.No. C 420153)

COURT OF APPEAL - SECOND DISTRICT  
**FILED**

SEP 18 1990

CLAY ROBBINS, JR. Clerk

Deputy Clerk

APPEAL from a judgment of the Superior Court of Los Angeles County. Paul C. Breckenridge, Jr., Judge.  
Dismissed.

Rabinowitz, Boudin, Standard, Krinsky & Lieberman, Overland, Berke, Wesley, Gits, Randolph & Levanas, Peterson & Brynan, Eric M. Lieberman, Donald Randolph, Michael Lee Hertzberg and John G. Peterson for Appellant and Intervener.

Contos & Bunch, Flynn & Joyce, Bruce M. Bunch, Julia Dragojevic and Michael J. Flynn for Defendant.

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The Church of Scientology of California (Church) sued former Church staff member Gerald Armstrong, alleging, inter alia, that he converted to his own use original confidential archive materials and photocopies of such materials, and disseminated the same to unauthorized persons, thereby breaching his fiduciary duty to the Church, which sought return of the documents, injunctive relief against further dissemination of the materials or information contained therein, imposition of a constructive trust over the property and any profits Armstrong might realize from his use of the materials, as well as damages. Mary Sue Hubbard, wife of Church founder L. Ron Hubbard, intervened in the action, alleging causes of action for conversion, invasion of privacy, possession of personal property [sic], and declaratory and injunctive relief. Armstrong cross-complained for damages for fraud, intentional infliction of emotional distress, libel, breach of contract, and tortious interference with contract. The cross-complaint was severed from the complaint and has not yet been tried.

Following a lengthy trial on the complaint, the trial court determined, as reflected in its statement of decision, that the Church had "made out a prima facie case of conversion (as bailee of the materials), breach of

fiduciary duty, and breach of confidence (as the former employer who provided confidential materials to its then employee for certain specific purposes, which the employee later used for other purposes to plaintiff's detriment)." The court also found that Mary Sue Hubbard had "made out a prima facie case of conversion and invasion of privacy (misuse by a person of private matters entrusted to him for certain specific purposes only)."

The court found that Armstrong "did not unreasonably intrude upon Mrs. Hubbard's privacy under the circumstances", and that his conduct with respect to both plaintiffs was justified, in that he took and kept the documents because he believed that his and his wife's physical and mental well-being were threatened by the Church, and that he could only protect them by keeping the documents as evidence supportive of his statements about the Church, and by "going public" so as to minimize the risk that L. Ron Hubbard, the Church, or any of their agents would do him physical harm.

With respect to the materials taken by Armstrong, the court found "that neither plaintiff has clean hands, and that at least as of this time [neither is] entitled to the immediate return of any document or object[] presently retained by the court clerk."

Judgment was entered in Armstrong's favor on August 10, 1984.<sup>1/</sup> With respect to the documents the court made the following orders:

"(a) All documents and objects received in evidence or marked for identification during trial, unless specifically ordered sealed, are matters of public record and shall be available for public inspection or use to the same extent that any such exhibit would be available in any other lawsuit;

"(b) Those exhibits specifically ordered sealed are as follows: Exhibits in Evidence Nos. 500-40; JJJ; KKK; LLL; MMM; NNN; OOO; PPP; QQQ; RRR; and 500-QQQQ. Exhibits for identification only Nos. JJJJ; Series 500-DDDD, EEEE, FFFF, GGGG, HHHH, IIII, NNNN-1, OOOO, ZZZZ, CCCCC, GGGGG, IIIII, KKKKK, LLLLL, OOOOO, PPPPP, QQQQQ, BBBBBB, OOOOOO, BBBBBBBB;

"(c) The 'inventory list and description' of materials turned over by counsel for Defendant Gerald Armstrong to the Court shall not be considered or deemed to be confidential, private or under seal;

"(d) Defendant Gerald Armstrong and his counsel are free to speak or communicate upon any of Defendant Gerald Armstrong's recollections of his life as a Scientologist or upon the contents of any exhibit received in evidence or marked for identification and not specifically ordered sealed;

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<sup>1/</sup> The judgment is not included in the present record. We take judicial notice of the record in Roes 1-200 v. Superior Court (B010793, B010402, B012860) which does include a copy of the judgment entered herein.

"(e) As to all documents and other materials held under seal by the Clerk, Defendant Gerald Armstrong and his counsel shall remain subject to the same injunctions as presently exist, at least until the conclusion of the proceedings on the Cross-Complaint of Defendant Gerald Armstrong.

"(f) In any other legal proceedings in which defense counsel, Contos & Bunch and Michael J. Flynn, or any of them, is of record, such counsel shall have the right to discuss exhibits under seal, or their contents, if such is reasonably necessary and incidental to the proper representation of his or her client;

"(g) If any court of competent jurisdiction orders Defendant Gerald Armstrong or his counsel to testify concerning the fact of any such exhibit, document, object, or its contents, such testimony shall be given, and no violation of this judgment will occur;

"(h) Defendant Gerald Armstrong and his counsel may discuss the contents of any documents under seal or . . . any matters . . . which this Court has found to be privileged as between the parties hereto, with any duly constituted governmental law enforcement agency or submit any exhibits or declarations thereto concerning such document or materials, without violating this judgment;

"(i) All other documents or objects presently in the possession of the Clerk of the Court and not marked as court exhibits, shall be retained by the Clerk subject to the same orders as are presently in effect as to sealing and inspection; until such time as trial court proceedings are concluded as to the severed Cross-Complaint of Defendant Gerald Armstrong.

"(j) For the purposes of this Judgment,



conclusion will occur when any motion for new trial has been denied, or the time within [which] such a motion must be brought has expired without such a motion being made. At that time, all documents neither received in evidence, nor marked for identification only, shall be released by the Clerk to Plaintiff's [representatives]. Notwithstanding this Order, the parties may at any time, by written stipulation filed with the Clerk, obtain release of any or all such unused material;

"(k) This Court will retain jurisdiction to enforce, modify, alter or terminate any injunction included within this Judgment."

Plaintiffs' appeal, contending: (1) the defenses found by the trial court do not apply to their causes of action, (2) the defenses would not in any event defeat plaintiffs' claims for injunctive relief, (3) the trial court erred in applying the defense of unclean hands, (4) the court erred in unsealing certain of the documentary exhibits, and (5) the court erred in admitting "vast amounts" of hearsay and irrelevant evidence, resulting in a miscarriage of justice.

Armstrong contends the judgment is in all respects proper.

There is a threshold question, not raised by the parties, whether the judgment entered on the complaint is an

appealable judgment. "As our Supreme Court stated in Collins v. Corse (1936) 8 Cal.2d 123, 124 . . .: 'If it is not an appealable order, it is the duty of this court on its own motion to dismiss the appeal.'" (DeGrandchamp v. Texaco, Inc. (1979) 100 Cal.App.3d 424, 430.)

As a general rule, "an appeal will be dismissed where a purported final judgment is rendered in a complaint without adjudicating the issues raised by a cross-complaint." (9 Witkin, Cal. Procedure (3d ed. 1985) Appeal, § 56, p. 78.) "The authorities clearly hold that an action in which cross-complaint or counterclaim is also filed is not one wherein a multiplicity of final judgments may result. [Citations.]" (Clovis Ready Mix Co. v. Aetna Freight Lines (1972) 25 Cal.App.3d 276, 281.)

This is so because "[t]here can be but one final judgment in an action, and that is one which in effect ends the suit in the court in which it was entered, and finally determines the rights of the parties in relation to the matter in controversy. [Citations.]" (Stockton etc. Works v. Ins. Co. (1893) 98 Cal. 557, 577; DeGrandchamp v. Texaco, Inc., supra, 100 Cal.App.3d at p. 431.)

In DeGrandchamp, the court recognized that "[t]here are exceptions to this rule, and there is at least one acceptable device for avoiding it under certain circumstances." (DeGrandchamp v. Texaco, Inc., supra, 100 Cal.App.3d at p.431.) The only recognized exception relevant to our case is that discussed in Schonfeld v. City of Vallejo (1975) 50 Cal.App.3d 401, where the court considered the effect of severance pursuant to Code of Civil Procedure section, 1048<sup>2/</sup> stating, at page 417: "Our research has disclosed no case that considers the conflict between the one final judgment rule and the severance

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<sup>2/</sup> Section 1048 provides, in part: "(b) The court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order a separate trial of any cause of action, including a cause of action asserted in a cross-complaint, or of any separate issue or of any number of causes of action or issues, preserving the right of trial by jury required by the Constitution or a statute of this state or the United States."

The Legislative Committee Comment--Assembly to section 1048 reads, in part: "Section 1048 does not deal with the authority of a court to enter a separate final judgment on fewer than all the causes of action or issues involved in an action or trial. See Code of Civil Procedure sections 578-579; 3 Cal.Jur.2d Appeal and Error § 40; California Civil Appellate Practice §§ 5.4, 5.15-5.26 (Cal.Cont.Ed.Bar 1966); 3 B. Witkin, California Procedure Appeal §§ 10-14 (1954). This question is determined primarily by case law, and Section 1048 leaves the question to case law development."

statute, Code of Civil Procedure section 1048. An eminent authority notes that '. . . in complicated cases the one final judgment rule proves to be a delusion, and appeals from separate final judgments in a single action continue to present the most difficult problems in the field of appellate procedure' (6 Witkin, Cal. Procedure, Appeal, § 37, pp. 4051 and 4052).<sup>[3/]</sup> And we have indicated that even though a cause of action is severed and tried separately, pursuant to Code of Civil Procedure section 1048, a separate judgment is not necessarily the result (National Electric Supply Co. v. Mount Diablo Unified School Dist., 187 Cal.App.2d 418, 421-422 . . . )."

The Schonfeld court conceded that, "given the workload of the appellate courts of this state, it would be an unnecessary and wasteful burden for all concerned to rigidly adhere to the one final judgment rule. This court has previously indicated that pursuant to federal practice, separate appealable judgments may be rendered on counts that present separate claims for relief (Fed. Rules Civ. Proc., rule 54(b); see Reeves v. Beardall, 316 U.S. 283 [86 L.Ed.

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<sup>3/</sup> Now see 9 Witkin, California Procedure (3d ed. 1985) Appeal, section 44, pages 67- 68.

1478, 62 S.Ct. 1085]; Sears, Roebuck & Co. v. Mackey, 351 U.S. 427 [100 L.Ed. 1297, 76 S.Ct. 895]; Cold Metal Process Co. v. United Co., 351 U.S. 445 [100 L.Ed. 1311, 76 S.Ct. 904]; Wilson v. Wilson, 96 Cal.App.2d 589, 596 . . . . At the time of our decision in Wilson, no California court had recognized such an exception . . . . The test is whether the circumstances here presented are so unusual that postponement of the appeal until the final judgment on Schonfeld's fourth cause of action would cause so serious a hardship and inconvenience as to require us to augment the number of existing exceptions (U.S. Financial v. Sullivan, 37 Cal.App.3d 5, 11-12 . . . ; Western Electroplating Co. v. Henness, 172 Cal.App.2d 278, 283 . . . ; see Gombos v. Ashe [(1958) 158 Cal.App.2d 517] 523)." (Schonfeld v. City of Vallejo, supra, 50 Cal.App.3d at p. 418; DeGrandchamp v. Texaco, Inc., supra, 100 Cal.App.3d at p. 434.)

In Schonfeld, the court held that a final judgment resulted as to properly severed causes of action, i.e., those that raised issues separate and independent from the cause of action remaining to be tried. (Schonfeld v. City of Vallejo, supra, 50 Cal.App.3d at pp. 418-419.) In DeGrandchamp, on the other hand, the facts could not be brought within this rule, as at least two remaining causes

of action were "wholly dependent" upon the obligation which was the subject of the severed cause of action for declaratory relief upon which judgment had been entered. (DeGrandchamp v. Texaco, Inc., supra, 100 Cal.App.3d at p. 435; Highland Development Co. v. City of Los Angeles (1985) 170 Cal.App.3d 169, 179.)

The present case presents a somewhat different problem, as we are here concerned not with severance of a cause or causes of action, but of the complaint from the cross-complaint. The claims for relief are clearly separate and distinct. However, we cannot say that "the circumstances here presented are so unusual that postponement of the appeal until the final judgment on [the cross-complaint] would cause so serious a hardship and inconvenience as to require us to augment the number of existing exceptions [to the single judgment rule]." (Cf. Schonfeld v. City of Vallejo, supra, 50 Cal.App.3d at p. 418; Armstrong Petroleum Corp. v. Superior Court (1981) 114 Cal.App.3d 732, 737.)

Moreover, the record of the trial on the complaint, and the allegations of the cross-complaint, make it clear that there is considerable overlap of factual matters asserted as justification for Armstrong's taking of the

plaintiffs' documents, and alleged by him as having caused him damage. The trial court acknowledged this overlap when it granted the motion to sever, but apparently felt that resolution of the issues relating to the conversion cause of action might expedite resolution of the remaining issues.

The factual overlap might not preclude our review of the judgment entered herein, were it not for the documents which are inextricably entwined with both complaint and cross-complaint. The primary object of the complaint is repossession of the documents by the plaintiffs. The primary exhibits at trial of Armstrong's cross-complaint will also come from among the documents. The trial court found that they belonged to the plaintiffs, but that the plaintiffs had unclean hands which justified delaying their return until the judgment entered on the cross-complaint is final. At that time, all documents "neither received in evidence, nor marked for identification," are to be released to plaintiff's representatives. Thus the court's order contemplates and calls for retention of the documents until the conclusion of the trial on the cross-complaint, and fails thereafter to finally dispose of the documents entered as exhibits<sup>4/</sup> or marked for identification, including a

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<sup>4/</sup> Code of Civil Procedure section 1952.2

number of sealed documents which are of particular importance to the plaintiff owners.

The upshot is that disposition of a number of documents is left for the trial court's consideration at the close of trial on the cross-complaint, and the present judgment is not a final judgment.

Inasmuch as counsel informed us at oral argument that trial of the cross-complaint is scheduled to commence in January 1987, the interests of judicial economy would best be served by dismissing the present purported appeal and remanding the cause to the trial court for determination and judgment at the conclusion of the trial on the cross-complaint. In accordance with the general rule (9 Witkin, Cal. Procedure, Appeal, § 56, supra), the appeal will be dismissed; the issues raised herein may be considered upon an appeal from the judgment following trial of the cross-complaint, insofar as they are not then moot.

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(Footnote 4 Continued)

provides: "[Up]on a judgment becoming final, at the expiration of the appeal period, unless an appeal is pending, the court, on its discretion, and on its own motion by a written order signed by the judge, filed in the action, and an entry thereof made in the register of actions, may order the clerk to return all of the exhibits and depositions introduced or filed in the trial or a civil action or proceeding to the attorneys for the parties introducing or filing the same." (Emphasis added.)



DECISION

The appeal is dismissed. Each party to bear its own costs on this appeal.

NOT TO BE PUBLISHED

DANIELSON, J.

We concur:

KLEIN, P.J.

HERRINGTON, J.\*

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\* Assigned by the Chairperson of the Judicial Council.

OFFICE OF THE CLERK  
COURT OF APPEAL  
STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT  
CLAY ROBBINS, JR., CLERK

DIVISION: 3 DATE: 01/15/87

Rabinowitz, Boudin, Standard, Krinsky  
Eric M. Lieberman  
740 Broadway  
New York, NY 10003

B005912

RE: Church of Scientology of California, Etc  
vs.  
Armstrong, Gerald  
Hubbard, Mary Sue  
2 Civil B005912  
Los Angeles No. C420153

PETITION FOR REHEARING DENIED

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) Toby L. Plevin, Esq. (213) 655-3183 6380 Wilshire Blvd., Suite 1600 L.A., CA 90048 ATTORNEY FOR (Name) Bent Corydon	TELEPHONE NO.	CASE NUMBER C 694 401
NAME OF COURT L.A.S.C. POST OFFICE and 111 N. Hill St., L.A., CA 90012 STREET ADDRESS	<b>DEPOSITION SUBPENA</b>	
PLAINTIFF/PETITIONER:  DEFENDANT/RESPONDENT: Bent Corydon Church of Scientology International	For Personal Appearance <input type="checkbox"/> and Production of <input checked="" type="checkbox"/> Documents and Things	

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone No. of deponent, if known):

Gerold Armstrong

1. YOU ARE ORDERED TO APPEAR IN PERSON TO TESTIFY AS A WITNESS in this action at the following time and place:

Date:	Time:	Address:
October 20, 1989	10:00a.m.	Law Offices of Ford Greene 711 St. Francis Drake San Anselmo, CA 94960

- a.  As a deponent who is not a natural person, you are ordered to designate one or more persons to testify on your behalf as to the matters described in item 3. (Code of Civil Procedure section 2025 (d)(6) )
  - b.  You are ordered to produce the documents and things described in item 3.
  - c.  This deposition will be recorded by  audiotape  videotape and stenographically.
  - d.  This videotape deposition is intended for possible use at trial under Code of Civil Procedure section 2025 (u)(4).
2.  The personal attendance of the custodian of records or other qualified witness  and the production of the original documents are required by this deposition subpoena. The procedure authorized by Evidence Code sections 1560 (b), 1561, and 1562 will not be deemed sufficient compliance with this subpoena.
3.  The documents and things to be produced and any testing or sampling being sought are described as follows:

See Exhibit "A", Attached

Continued on attachment 3.

4. A deposition permits an attorney to ask questions of a witness who is sworn to tell the truth. An attorney for other parties may then ask questions also. Questions and answers are recorded stenographically at the deposition; later they are transcribed for possible use at trial. A witness may read the written record and change any incorrect answers before signing the deposition. The witness is entitled to receive witness fees and mileage actually traveled both ways. The money must be paid, at the option of the party giving notice of the deposition, either with service of this subpoena or at the time of the deposition.

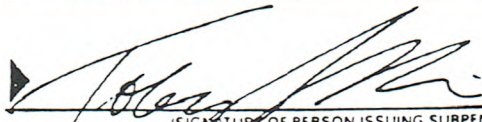
5. You are ordered to appear in this civil matter in your capacity as a peace officer or other person described in Government Code section 68097.1.

Date: \_\_\_\_\_ Clerk, by \_\_\_\_\_, Deputy

**DISOBEDIENCE OF THIS SUBPENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.**

Date issued: September 28, 1989

Toby L. Plevin  
(TYPE OR PRINT NAME)

  
 (SIGNATURE OF PERSON ISSUING SUBPENA)  
 ATTORNEY FOR PLAINTIFF  
 (TITLE)

(See reverse for proof of service)

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EXHIBIT "A" TO SUBPOENA DUCES TECUM  
SCHEDULE OF DOCUMENTS TO BE PRODUCED

The witness is requested to produce all these documents as described below, within his possession, custody or control.

A. DEFINITIONS AND EXPLANATIONS

1. As used herein, the term "document" includes all written, typewritten, printed and graphic materials of whatever kind or nature, including, but not limited to, correspondence, notes, memoranda, telegrams and cables, telexes, telecopies, panafaxes, publications, contracts, agreements, insurance policies, minutes, offers, analyses, projections, studies, books, papers, records, reports, lists, calendars, diaries, statements, complaints, filings with any court, tribunal or governmental agency, corporate minutes, partnerships, agreements, ledgers, transcripts, summaries, agendas, bills, invoices, receipts, estimates, evaluations, personnel files, certificates, instructions, manuals, bulletins, advertisements, periodicals, accounting records, checks, check stubs, check registers, cancelled checks, money orders, negotiable instruments, sound recordings, films, photographs, mechanical or electronic recordings, tapes, transcriptions, blueprints, computer programs and data, and data processing cards.

2. As used herein, the term "document" further means all writings, originals and duplicates as defined in California Evidence Code Sections 250, 255, and 260, whether in draft, or otherwise, including but not limited to, copies and non-identical copies (whether different from the originals because of notes or

1 marks made on or attached to said copies, or otherwise).

2 3. The words "and" and "or" as used herein shall both mean  
3 "and/or."

4 4. If in response to this Notice to Produce Documents at  
5 Deposition you decline or refuse to produce any document based  
6 upon a claim of privilege, at the time of taking of this  
7 deposition you will be expected to state with respect to each  
8 such document the following:

9 (a) An identification of the document with reasonable  
10 specificity and particularity, including its nature (memo,  
11 letter, etc.), title and date;

12 (b) The exact nature of the privilege asserted;

13 (c) All of the facts upon which your claim of privilege  
14 is based or which supports said claim;

15 (d) With respect to each person who was present at the  
16 time the document was prepared:

17 (1) Their name and last known business and  
18 residential addresses and telephone numbers; and

19 (2) Their employer and job title or capacity at  
20 the time that the document was prepared;

21 (e) With respect to each individual and entity to whom  
22 the original or a copy of the document was sent:

23 (1) Their name and last known business and  
24 residential addresses and telephone numbers;

25 (2) Their employer and job title or capacity at  
26 the time that the original or the copy of the document  
27 was sent to them;

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(3) The date(s) when the document or copy was sent; and

(4) By whom the document or copy was sent;

(f) With respect to each individual and entity who to the best of your knowledge, information or belief has seen the original or any copy of the document:

(1) Their name, and last known business and residential addresses and telephone numbers;

(2) Their employer and job title or capacity at the time the document or copy was seen by them; and

(3) The date(s) when the document or copy was seen by them.

(g) With respect to each individual or entity who to the best of your knowledge, information or belief had possession or custody of the original or any copy of the document:

(1) Their name, and last known business and residential addresses and telephone numbers;

(2) The inclusive dates during which they had possession or custody of the document or copy; and

(3) Their employer and job title or capacity at the time that they had possession of the document or copy; and

(h) Identify with reasonable specificity and particularity each document which refers to, discusses, analyzes, or comments upon the document which you claim is privileged, or which contains any and all of its contents.

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B. DOCUMENTS AND THINGS TO BE PRODUCED

1. Any and all agreements and mutual releases between you and any and all Church of Scientology entities and individuals arising out of the lawsuit captioned Church of Scientology of California v. Gerold Armstrong and the related cross-action.

2. Any and all documents referring or relating in any way to the agreement(s) and/or release(s) in Category 1 above including without limitation affidavits of compliance and correspondence or memos explaining the terms of the agreement.

3. Any and all documents referring or relating to potential threats of enforcement of the agreements and releases referenced in Category 1, above.

4. Any and all documents received by you subsequent to the agreements and/or releases set forth in Category 1 above from any Scientology organization or person or from any person you believe to be representing or working on behalf of any Scientology organization or person.

1 Lawrence E. Heller, Esq., Bar No. 69770  
2 TURNER, GERSTENFELD, WILK & TIGERMAN  
3 8383 Wilshire Boulevard  
4 Suite 510  
5 Beverly Hills, California 90211  
6 (213) 657-3100

7  
8 Attorneys for Defendants  
9 AUTHOR SERVICES, INC.

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF LOS ANGELES

13 BENT CORYDON, ) CASE NO. C 694 401  
14 )  
15 Plaintiff, )  
16 vs. )  
17 )  
18 CHURCH OF SCIENTOLOGY )  
19 INTERNATIONAL, INC., )  
20 etc. et al., )  
21 Defendants. )  
22 )  
23 )  
24 )  
25 )  
26 )  
27 )  
28 )  
AND RELATED CROSS-ACTIONS )  
)

DATE: November 16, 1989  
TIME: 9:00 a.m.  
DEPT: 44

TO: PLAINTIFF AND HIS ATTORNEYS OF RECORD HEREIN.

PLEASE TAKE NOTICE that on November 16, 1989 at 9:00 a.m.,  
or as soon thereafter as counsel can be heard, in Department 44  
of the above-entitled Court located at 111 North Hill Street,  
Los Angeles, California, defendant AUTHOR SERVICES, INC.  
("defendant ASI" hereinafter) will move the Court for an order  
to restrain plaintiff from taking certain third party  
depositions.



1           This application is made on the ground that great and  
2 irreparable harm will result to defendant ASI unless a  
3 restraining order is issued enjoining plaintiff from taking  
4 certain third party depositions, or conditioning those  
5 depositions upon a showing of relevance.

6           This Motion will be based upon this Notice, the attached  
7 Memorandum of Points and Authorities, the pleadings, records and  
8 files in this action, and such evidence as may be presented at  
9 the hearing of the Motion.

10 Dated: October 21<sup>st</sup>, 1989

TURNER, GERSTENFELD, WILK & TIGERMAN

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13 BY: *L. Heller*  
14           Lawrence E. Heller  
15           Attorneys for Defendants  
16           AUTHOR SERVICES, INC.  
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1 virtually all of the "Wollersheim-like" cases (where former  
2 Scientology staff members or parishioners instituted litigation  
3 against Scientology). Those settlements alleviated the truly  
4 gargantuan time and financial resources which would have been  
5 wasted in the absence of such a settlement. To effect these  
6 settlements also required an exercise of good faith on behalf of  
7 adverse litigants and attorneys who had been fiercely battling  
8 for a number of years prior to entering into the settlements.

9 One of the key ingredients to completing these settlements,  
10 insisted upon by all parties involved, was strict  
11 confidentiality respecting: (1) the Scientology parishioner or  
12 staff member's experiences within the Church of Scientology; (2)  
13 any knowledge possessed by the Scientology entities concerning  
14 those staff members or parishioners; and (3) the terms and  
15 conditions of the settlements themselves. Peace has reigned  
16 since the time the interested parties entered into the  
17 settlements, all parties having exercised good faith in carrying  
18 out the terms of the settlement, including the obligations of  
19 confidentiality.

20 Comes now the plaintiff herein, BENT CORYDON, and acting  
21 the role of a one man wrecking crew, he serves multiple  
22 subpoenas in a wholesale manner upon these former plaintiffs  
23 (and in some cases defendants); seeking material totally  
24 irrelevant to the issues involved in his litigation.

25 Without any question, CORYDON's intent in serving these  
26 various subpoenas requesting depositions and the production of  
27 documents is to drive a wedge between these settling parties, in  
28 an illegal attempt to extort a settlement of his own from the

1 defendants herein. Even a glance at the Request for Documents  
2 served as part of CORYDON's subpoena duces tecum re deposition  
3 upon these settling parties indicates that he has no interest in  
4 any issues respecting plaintiff's case. Rather, CORYDON appears  
5 to be on a mission to torpedo what can only be characterized as  
6 good faith, effective settlements which have alleviated a vast  
7 burden upon this Court. (See subpoena served upon one Homer  
8 Schomer, an individual who had sued various Scientology entities  
9 and this moving defendant in the Federal Court of the Central  
10 District of California, attached hereto as Exhibit "A").

11 Attached to these moving papers is the declaration of one  
12 of the litigants who settled against Scientology, the aforesaid  
13 Homer Schomer. Mr. Schomer's declaration, conclusively exhibits  
14 that he has no evidence concerning CORYDON or CORYDON's  
15 relationship with any Scientology entity, is perhaps the best  
16 evidence of CORYDON's bad faith in attempting to effect the  
17 subject deposition discovery.

18 The other third parties CORYDON has subpoenaed to deposition  
19 that ASI knows of have even less information concerning CORYDON.  
20 For instance one of the potential deponents who CORYDON has been  
21 trying to serve is attorney Michael J. Flynn, a Boston lawyer  
22 involved in most of the settlements which transpired some two  
23 and one-half (2-1/2) years ago.

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26 <sup>1</sup>Even a cursory review of the documents requested in Mr.  
27 Schomer's subpoena indicate that they have nothing to do with Mr.  
28 CORYDON's case. They relate solely to the Settlement Agreement  
and documents attendant to that settlement. It is inconceivable  
that any of these documents could be relevant, even pursuant to  
discovery standards, to any issue in the instant litigation.

1 CORYDON and his attorney, Toby L. Plevin, obviously feel  
2 that they have hit upon a weak spot within the Church of  
3 Scientology's resolve to effectively defend this litigation.  
4 Their tactic is to illegally threaten to compel by subpoena  
5 disclosure of confidential material irrelevant to the issues in  
6 his case. The fact that CORYDON's and Ms. Plevin's litigation  
7 tactics are in bad faith and an abuse of this Court's process  
8 appears to be of no avail to them.

9 CORYDON has been in litigation with most of the defendants  
10 herein for approximately eight (8) years. CORYDON sought  
11 dismissal of the litigation which he had previously instituted  
12 in the County of Riverside prior to the time that it was to go  
13 to trial in that Court, after he had litigated that case for  
14 over five (5) years. CORYDON thereafter instituted this  
15 litigation, clearly once again with no intent of going to trial  
16 on the merits, but rather in an attempt to "blackmail" these  
17 defendants through an attack upon the good faith settlements  
18 into which they had previously entered.

19 This moving party, (AUTHOR SERVICE, INC.) which was a party  
20 to at least one of the aforementioned settlements beseeches this  
21 Court to prevent CORYDON and/or his attorney from engaging in  
22 these unethical tactics under the guise of free wheeling  
23 discovery. These parties would ask this Court to issue a  
24 protective order preventing these depositions from going forward

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at least until CORYDON and his attorney have exhibited the  
relevance of these depositions.

Dated: October 11, 1989

TURNER, GERSTENFELD, WILK & TIGERMAN

BY:   
\_\_\_\_\_  
Lawrence E. Heller  
Attorneys for Defendants  
AUTHOR SERVICES, INC.

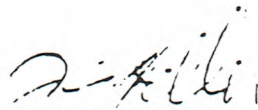


1 instances, sometimes contentious. However, a "universal  
2 settlement" was ultimately entered into between the numerous  
3 parties. The universal settlement provided for non-disclosure  
4 of all facts underlying the litigation as well as non-disclosure  
5 of the terms of the settlements themselves. The non-disclosure  
6 obligations were a key part of the settlement agreements  
7 insisted upon by all parties involved.

8 4. The contractual non-disclosure provisions were the one  
9 issue which was not debated by any of the parties or attorneys  
10 involved. In the last two and one half (2-1/2) years the  
11 settlements have been carried out in good faith by all parties.  
12 I consider my contribution, as well as the contribution of the  
13 other attorneys involved in the settlements, to have been of  
14 great benefit to this and other Courts in that it alleviated  
15 literally months upon months of trial time which would have been  
16 necessary had the settlements not been properly effected.

17 I declare under penalty of perjury that the foregoing is  
18 true and correct.

19 Executed this 17 day of March 1989, at Beverly Hills,  
20 California.

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22 \_\_\_\_\_  
23 Lawrence E. Heller  
24 Declarant  
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DECLARATION OF HOWARD D. SCHOMER

I, Howard D. Schomer (also known as Homer Schomer),  
declare as follows:

1) For a number of years I was involved in intense  
litigation with various Church of Scientology entities. I  
was represented by Michael J. Flynn, a Boston attorney, as  
well as the law firm of Contos & Bunch, A California law  
firm.

2) Approximately two and one half years ago my lawsuit  
was settled along with various other lawsuits and claims  
which were at that same time pending against Scientology.  
The settlements, to my knowledge, also included litigation  
that Scientology entities had pending against various  
persons and entities.

3) I am aware of the fact that the settlement  
negotiations stretched over a lengthy period of time and  
involved numerous attorneys, including those representing  
me. Since the time of the settlement there have been no  
problems between Scientology and me, we each appear to have  
gone our own ways. The other parties who I know, who  
settled their matters with Scientology at the time of my  
settlement, to my knowledge have also been at peace with  
Scientology.

4) I was recently subpoenaed to a deposition by BENT  
CORYDON in this case. I am not sure why I was subpoenaed  
since I have virtually no knowledge concerning Mr. Corydon

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and know nothing of his experiences within the Church of Scientology.

5) I believe I met Mr. Corydon on one brief occasion while we were both in the Church of Scientology, either in Florida or in Los Angeles. The meeting consisted of no more than an introduction and a quick exchange of social pleasantries.

6) I have no knowledge concerning Mr. Corydon's experiences within the Church nor do I know anything about what transpired between Mr. Corydon and Scientology after he left the Church (which I am told was prior to the time I left Scientology in December of 1982).

7) Since I left Scientology I have spoken to Mr. Corydon on one or two occasions when he telephoned me asking me for information that he could use in a book he was then writing about Scientology. This was in late 1986, a number of years after both Mr. Corydon and I had left Scientology.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 28th day of October, 1989 at Pomona, California.

Howard Schomer  
HOWARD SCHOMER  
Declarant

\* HE ALSO CAME TO MY APARTMENT APPROX DEC/1986 WHERE HE TAPED AN INTERVIEW FOR FACTS FOR HIS BOOK FOR APPROX 2 HOURS. Howard Schomer  
10-28-89

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8383 Wilshire Boulevard, Suite 510, Beverly Hills, California 90211.

On November 1, 1989, I served the foregoing document described as NOTICE OF MOTION AND MOTION OF DEFENDANT AUTHOR SERVICES, INC. TO DELAY OR PREVENT THE TAKING OF CERTAIN THIRD PARTY DEPOSITIONS BY PLAINTIFF; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF LAWRENCE E. HELLER AND HOWARD SCHOMER IN SUPPORT THEREOF by placing [ ] the original [x] a true copy thereof enclosed in sealed envelopes addressed as follows:

Toby Plevin, Esq., 6380 Wilshire Boulevard,  
Suite 1600, Los Angeles, CA 90048

William Dresher, Esq., Wyman, Bautzer, Kuchel & Silbert  
Two Century Plaza, 14th Floor,  
2029 Century Park East, Los Angeles, CA 90067

Kendrick Moxon, Esq., Bowles & Moxon  
6255 Sunset Boulevard, Suite 2000  
Hollywood, CA 90028

[ ] BY MAIL - I deposited such envelope in the mail at Beverly Hills, California. The envelope was mailed with postage thereon fully prepaid as follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Beverly Hills, California in the ordinary cause of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[x] BY PERSONAL SERVICE - I delivered such an envelope by hand to the offices of the addressee.

[x] (State) I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

[ ] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on November 1, 1989, at Beverly Hills, California.

  
\_\_\_\_\_  
Susan (J.) Davis

After an initial 10% of the income has been deducted for research, and an additional 10% taken to operate as a reserve, the remaining 80% is allocated into the categories of 31% to salaries, 4% for payroll deductions, 17% for building expenses, 21% for organizational expenses and 7% to commissions.

It is ridiculous to think that the Church's Flag Land Base, which is composed of hundreds of staff in a number of different buildings, and which delivers Scientology counselling and training to thousands of parishioners on a weekly basis, would be able to cover its expenses using only 10 percent of its weekly income.

Corydon goes on to say that tens of millions of dollars paid for services delivered to Church members at the Flag organization were channeled into Hubbard's personal accounts.

There is no documentation to support this statement by Corydon. In fact, his claims are based on nothing more than hearsay, rumor and lies gathered from a small cabal of thieves, perjurers and disreputable sources.

Mr. Hubbard hardly needed any income from the Church of Scientology. As one of the most prolific and popular authors in history, his income speaks for itself. L. Ron Hubbard's career as a writer spanned more than 50 years, with over 22 million copies of his fiction books sold.

Since October 1982, there have been over 1,900,000 of Mr. Hubbard's fiction books sold. In 1985 and 1986 alone, 3,907,522 nonfiction books by L. Ron Hubbard were sold.

An unprecedented event in publishing history, L. Ron Hubbard's "Dianetics: The Modern Science of Mental Health," originally published in 1950 and carried on the prestigious New York Times best-seller list, returned to the New York Times list for over six months in 1986 and 1987. Mr. Hubbard's income from the royalties on sales of his extremely popular books is self-explanatory.

Not only was Mr. Hubbard not making his income from the Church of Scientology, but he also gave the majority of his estate to the Church in his will.

## COMBAT IN WORLD WAR II

John Sanborne, one of Corydon's main sources for this book, claims that L. Ron Hubbard had not been in combat during World War II.

However, an Action Report from May 1943 shows that L. Ron Hubbard, as the Commanding Officer of the submarine chaser PC 815, engaged in direct combat with two submarines off the coast of Oregon.

#### TRAVELS IN ASIA

Gerry Armstrong, another one of Corydon's main sources in the book, claims that L. Ron Hubbard "... did not spend several years throughout Asia," and that Mr. Hubbard's total time in Asia was "a few weeks."

L. Ron Hubbard, in fact, was in Asia and the Orient several times during a three-year period, during which his travels were quite extensive.

## Chapter 8

### HOMER SCHOMER

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Homer Schomer is a good example of the discreditable sources Corydon used for his book.

Schomer, a former Scientologist and staff member, was proven to be a perjurer during his testimony in a court case between the Church of Scientology and Julie Christofferson in 1985.

Homer had testified in 1984 in a court case brought by the Church of Scientology against Gerald Armstrong (a former staff member who had stolen valuable documents from Church archives).

In the Christofferson case, Schomer admitted to having committed perjury in the previous Armstrong case.

In 1984, Schomer also attempted to extort money from the Church of Scientology. In sworn affidavits, two Church staff members testified that when they met with Schomer in his own home in an attempt to help him reconcile his differences with the Church, Schomer offered to "stay quiet" about information that he felt could be damaging to the Church, if the Church paid him the exorbitant sum of \$200,000.00.

Schomer was also involved in passing stolen sacred and confidential Church scriptures to the Los Angeles law firm of Charles O'Reilly. In a hearing in the Church of Scientology's lawsuit on this matter, it was clearly shown that Schomer had provided copies of the stolen materials to O'Reilly's firm.

The materials were originally stolen in Denmark by an apostate former member of the Church and were then disseminated to the United States.

In the above-mentioned hearing, the judge precluded any further use and dissemination of the stolen Church scriptures. (See chapter entitled "David Mayo.")

Schomer's record as a perjurer, extortionist and thief has been disregarded by Corydon, who apparently could find no better "sources" for his book.

Chapter 14

REHABILITATION PROJECT FORCE  
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Corydon devotes a chapter in his book to the Church of Scientology's Rehabilitation Project Force (RPF). In this chapter, he includes such statements as the claim that individuals on the RPF are "slaves who eat scraps" and have "the look of hunted animals."

This perhaps would be a fine piece of sensational writing for the National Enquirer, but such a description of the Rehabilitation Project Force is a complete fabrication.

Corydon has used a description of the RPF provided by Gerry Armstrong, among others. Armstrong's description in this book, however, is completely contrary to his own previous sworn affidavit about the RPF.

(Gerry Armstrong's description of the RPF in Corydon's book can also be viewed in light of Armstrong's numerous false claims and lies on other subject matters. See chapter on Corydon as an "author" for further information on Gerry Armstrong's incompetence as a researcher.)

The Rehabilitation Project Force, as its name indicates, is a program with the purpose of rehabilitating individuals.

It is not uncommon for executives in high-pressure jobs in the business world to suffer from "burnout" and be totally unable to continue with their jobs. In the Sea Organization, if an individual is unable to keep up with the demands of his job or if he continually transgresses against the policies of his group, steps are taken to help the person so that he again becomes a contributing member of his organization. There are many different actions and programs which aide a Church staff member in this way. One of these is the Rehabilitation Project Force.

Individuals who go to the RPF do so of their own free will. If someone chooses not to do the RPF, he is free to leave. The fact is that those who are desirous of working in the Church and are interested in improving themselves (which is the very essence of what Scientology is all about), join the Rehabilitation Project Force by their own choice.

Individuals on the Rehabilitation Project Force receive extensive spiritual counseling. In exchange, they do work such as landscaping, building renovations and so forth.

3-7-86

AFFIDAVIT OF GERALD ARMSTRONG

I, GERALD ARMSTRONG, hereby swear under the pains and penalties of perjury as follows:

1. I became involved with Scientology in 1969 and from 1971 to 1981 was a member of the Sea Organization. I was with L. Ron Hubbard much of this time, worked in several areas on his personal staff, and have a great deal of personal knowledge concerning the function of Scientology's various organizations and the documents and files created and maintained in the normal course of their affairs.

2. I am familiar with what were known in Scientology organizations as B-1 files. B-1, or Bureau One, was the Intelligence Bureau of the Guardian's Office which was an organization "corporately" within the Church of Scientology of California (CSC). I was in B-1 for a few weeks in Daytona Beach, Florida in 1975, and in 1974 and 1975 was the Intelligence Officer on the ship "Apollo" (Flag), Hubbard's headquarters at the time. I was, for practical purposes, directly under the Assistant Guardian for Intelligence on the ship, and was trained on GO Intelligence procedures and policies. I have seen B-1 files, including my own which although edited and stripped of much of its contents, was produced in the case of Christofferson v. CSC, et al, in



Portland, Oregon in 1985. B-1 files were created on every staff member, even while in "good standing" in the organization. The usable intelligence information B-1 collected on staff included: "crimes," sexual histories, drug histories, any connections to government agencies, financial institutions, medical or psychiatric individuals or group, and media or public relations, lists of friends, contacts, family and connections. Each B-1 file contained a "time-track," a detailed chronology of the person's whole life. When the person was deemed a real threat to the organization or Hubbard, as Tonja Burden was because of what she knew about him, virtually everything, every paper from every file in the organization, data excerpted or culled from her preclear files, debriefs of staff, reports of operatives against her, etc., would be added to the B-1 file. It is an intelligence file for intelligence purposes. It is not part of legal operations.

3. From the beginning of December 1975 until the end of May 1976, I worked in L. Ron Hubbard's External Communications Unit (LEC) in Dunedin, Florida. I was the Deputy LEC Aide, under Mike Douglas who was directly under Hubbard. I handled on a daily basis the telex and dispatch traffic to and from Hubbard. All of his control lines for Scientology internationally ran through my unit in Dunedin, even after he left in March 1976 and went to Washington, D.C. when his cover in Dunedin was blown. The Dunedin operation was manned by

people who had been on the "Apollo" and had been employees of Operation and Transport Corporation (OTC), 98% of the stock of which was owned by L. Ron Hubbard. For "legal" and tax reasons, the "Apollo" was considered a "marine mission of the Church of Scientology of California." In Dunedin, each person was told that he was an employee of United Churches of Florida (UCF) which was a cover or "shore story" Hubbard created to hide Scientology and his control. Attached as Exhibit A is a report from Henning Heldt, the head of the United States Guardian's Office, itself part of CSC, to Hubbard concerning a program originated by Hubbard called "Goldmine." I saw this dispatch, plus "Goldmine" orders and compliances while in LEC. As can be seen by the attached dispatch, CSC purchased the Florida properties and "UCF is a CSC controlled corporation." Also, as shown by this dispatch, and what I knew from years of work in various positions in the organization and close to Hubbard, there was no corporate integrity and Hubbard controlled virtually every aspect, corporate, financial or otherwise of CSC and all the Sea Org.

4. In addition to "Goldmine," a program file for which was maintained in LEC, there were several other programs or missions I recall that Hubbard operated during 1975 and 1976 and for which there were also files in LEC into which went all correspondence relating to those programs and missions, including telexes, compliances, daily reports and debriefs.

These programs or missions included at least:

- A. Program Power;
- B. Flag Land Base Setup;
- C. Pat & Trudy Broeker;
- D. Freedman Mission;
- E. Flag GO;
- F. California properties;

Program Power which was written by Hubbard concerned an "Early Warning System" directing the GO (CSC organization) to keep Hubbard from being served in any lawsuit. The GO compliances, projects and operations which came out of Hubbard's program were also included in the LEC program file.

Flag Land Base Setup involved several missions or projects concerning Clearwater which Hubbard wrote and operated. As can be seen by Program Power and its accompanying dispatch, attached hereto as Exhibit B, Hubbard claims at November 26, 1975 to be running all of Scientology. "I am actually acting on all Scientology lines in one way or another in a very heavy Phase I." (Phase I means, in Scientology jargon, to single-hand, or handle things oneself). Hubbard gives an example of the "non-US registration cycle which (he was) having to push." This was the operation to get landed immigrant status for foreigners at the Clearwater Base by

fraudulent means. The program and mission files for all the base actions Hubbard operated were maintained in LEC.

Pat and Trudy Broeker on their mission which Hubbard operated were his "eyes and ears" into the Clearwater Base as soon as it started to operate. They reported daily to him on all activities at the Base.

Fran and Frankie Freedman was a mission operated by Hubbard to purchase the Clearwater properties. They later negotiated the deal for the Dunedin property. Hubbard refers to them as "F & F" in his November 26, 1975 dispatch.

Hubbard operated all the GO activities in Clearwater, and files were maintained at LEC of his correspondence and orders. He states in the November 26, 1975 dispatch, "I am actually operating as an AG (Assistant Guardian - the top GO post in any organization) office USB (United States Base) almost totally single hand." GO activities included Intelligence, Public Relations, Legal and Finance.

Around May 1976, Hubbard sent into LEC a number of orders regarding the move of him and his personal office to California. I was briefed on mission orders (MO) to go to California to set up a staging area in Culver City. My MO's and Hubbard's orders were in LEC. The later LEC office in Culver

City maintained additional files on the California properties.

5. Throughout 1980 and 1981, I worked in Hubbard's Personal Public Relations Bureau assembling documentation from Hubbard's personal archives and other sources for the production of a biography to be written about him by a non-Scientology writer, Omar V. Garrison. I provided, as called for by contract, approximately 100,000 pages of documentation to Garrison, most of it copies. After I left the Sea Org in December 1981, Hubbard and Scientology, pursuant to his "Fair Game Policy," which is in fact, a license to sue, lie to, cheat and destroy any perceived enemy, initiated a number of intelligence and overt harassment actions against me. In the summer of 1982, in order to defend myself, I obtained back from Garrison some of the documents provided him and sent them to my attorneys. CSC sued me in August 1982 in the Los Angeles Superior Court and the documents I had sent my attorneys were ordered to be delivered to the Court where they were put under seal. Mary Sue Hubbard entered the case, hereinafter referred to as Armstrong, as Plaintiff in Intervention in late 1982. The case went to trial in 1984 and several of the sealed documents were admitted into evidence as defense exhibits 500A-500JJJJJJ. A Judgment was entered in my favor. The exhibits and other biography documents remain under seal pending the outcome of an appeal taken by plaintiff.

6. I am familiar with the various biographical sketches listed in request number 48 in Plaintiff's Request for Production of Documents to Defendant Church of Scientology of California, hereinafter referred to as the "Request for Production," in the case of Burden v. Church of Scientology, et al. Although some of these were exhibits in Armstrong, I have personal knowledge that CSC has possession of the original of each of these documents separate from the copies under seal in Armstrong.

7. I am familiar with the various naval records of L. Ron Hubbard listed in request number 49 of the Request for Production. Although copies of some of these were exhibits in Armstrong, I have personal knowledge that CSC had possession of the originals or earlier generation copies of each of these documents separate from the copies under seal. I am also aware of sworn statements by Scientology agents that the organization possesses even more of Hubbard's naval records than I possessed while working in his PR Bureau.

8. I am familiar with the documents described in requests nos. 50, 51 and 52 in the Request for Production. The original of these documents is in the possession or control of CSC. These documents, which are in Hubbard's handwriting, reveal that his "war wounds" were feigned, and they show his intent when creating his "mental therapy."

9. I am familiar with the documents listed in request no. 62 of the Request for Production. These are generally as follows:

A-PP: biographical representations and naval records.

RR-CCCC: naval and VA records.

JJJJ-MMMM: Hubbard's involvement in black magic.

QQQQ-YYYY: B-1 materials on L. Ron Hubbard, Jr., and representations about Dianetics/Scientology as a science and mental therapy; "religion angle."

BBBBB: Scientology in field of mental therapy.

DDDDD-FFFFF: control, and undated resignations held by Hubbard.

HHHHH: "resignation" as trustee.

JJJJJ: Hubbard security.

MMMMM-NNNNN: Hubbard control of litigation.

RRRRR-SSSSS: Interpol report; Hubbard's control of Clearwater setup.

UUUUU-AAAAA: Hubbard control of Scientology corps and money.

DDDDDD-FFFFFF: Hubbard's intent to attack enemies.

HHHHHH: Hubbard's use of law to attack.

JJJJJJ: Hubbard control of intelligence operations.

KKKKKK-NNNNN: Hubbard re attack.

PPPPPP-SSSSS: Hubbard attack of individuals;

intelligence data on Attorney Michael Flynn.

VVVVVV: Hubbard's statement re his "Ph.D."

XXXXXX-AAAAAA: Hubbard representations; intelligence; Hubbard's ownership of Sea Org ships.

DDDDDD-FFFFFF: Hubbard letter of introduction to me; attack on press.

IIIIII-JJJJJJ: Hubbard representations; control of finances.

10. The documents from under seal which went into evidence in Armstrong show what representations Hubbard made about himself and what the truth behind the representations is. They show that Hubbard was not crippled and blinded during World War II and did not cure himself with Dianetics. They show Hubbard's various claims about Scientology being a "science" and what results were guaranteed with its use. They show his intent in relabelling Scientology a "religion." And they show his vindictiveness and intent to control and destroy people.

11. CSC has claimed in their response to the Request for Production that they do not have possession or control of the documents which had previously formed the biography archives under my control. In their verified complaint in Armstrong, they stated about these same documents that they were "the personal property of plaintiff CSC." During the litigation they changed their claim to that of bailee, and Mary Sue Hubbard, the



intervenor, claimed that the documents were her personal property.

I am personally aware that in the Christofferson case, CSC was ordered to produce, and did produce, copies of some of the same documents which had been exhibits in Armstrong.

Signed under the pains and penalties of perjury under the laws of Florida.

Executed this 7th day of March, 1986 in Boston, Massachusetts.



GERALD ARMSTRONG

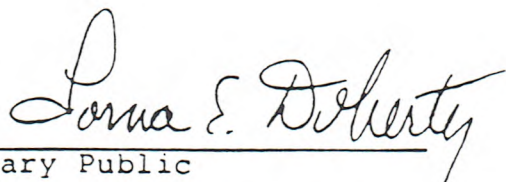
COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS

March 7, 1986

Then personally appeared before me the above named Gerald Armstrong, and acknowledged the foregoing instrument to be his free act and deed.

Before me,



Notary Public

My Commission Expires 3/31/87

FBI 3303 (FYD)

A

SECRET

*Very well done*  
*[Signature]*

25 November 1975

*god: PSM  
7:17:24.2*

COMMOLORE

DCUS

cc: CSC

cc: GNY

*245103*  
*1JRS*  
*1/18/77*  
*90811*

RE GOLDMINE

Yrs: 22 Nov 75

Dear Ron,

Goldmine has produced instantaneous YGIs on the DC Legal US, DC Finance US, Marty and Joel, and Karno. CofSoft ownership had been mentioned a number of times, particularly by Karno, but we had not thought of this method of turning of CofSoft ownership into a Lead Pipe Cinch. The right item of course makes the N/A Corp work quite worthwhile, even though we are not using it. All concerned feel the work has paid off.

Goldmine will be in the 26 November mailpack to HW for Secret Issue, and I have separately read the persons to whom the targets are assigned. A copy will be sent you separately.

A brief rundown of the points covered today with Karno.

1. Estimated Tax

Per Target 5, this is to be reestimated with great care. Karno mentioned this point, saying that if Marty came up with S.4 using standard accounting procedures, we had best prepare a higher figure for protection from seizure. Karno figures that if it comes down to a seizure action, the IRS will be behaving so insanely that it is likely to inflate their already flimsy accounting procedures.

Target 5 will cover this in detail and will be reviewed by Karno.

2. Available Funds

I do not have all the CofSoft figures up to date here, but will shortly. Preliminarily I have excellent news on covering the indebtedness. Per Lola, CofSoft Lux Account Balance is \$7,100,000.00 approximately. Defense Funds for CofSoft total \$2,535,563.33 as of 29 Sept 75. Subtracting \$3,100,000.00 for Fort Harrison, Bank Building, Cars and various costs, the remainder is in excess of \$6,500,000. This leaves funds for purchase of Building 13, and the covering of Marty's 14 Nov figure.

To bring this fully into the field of Lead Pipe Cinches, I discussed with Karno the availability of Trustee Funds for the purpose of a Bond, and he agreed these could be used. Trustee Funds totaled \$3,372,000.00 at the end of 1974, nearly a year ago.

*10-10 mile*

Exhibit "A"

245100  
WRS  
7/8/77  
109811

While 4, 5, 6 and 7 must be worked out in detail, it appears on a preliminary basis that the liability is covered. Not that this fact should become widely known immediately, as this plan includes a very defensible but recapturable expense for Income Demand purposes per Building Fund Policy which delights my finance trained heart.

3. SLD&LC

Since the purpose of SLD is to act as CofSofC nominee in this matter, it would be excellent if the stock would be owned by CofSofC. This fact would never appear in CN, and would remove any possibility of IRS taking a shot at the CofSofC-SLD relationship.

Now  
SLD

Also concurrent Board Meetings on the part of CofSofC and SLD&LC would probably knock out the need for any backdated contract, and since board Minutes are commonly written well after the meetings the record, no stigma is attached if these are dated to be a few weeks or months after the date of the meeting. Full CGW will follow on this point.

4. UCF: (United Churches of Florida)

UCF is left without a lease, and very little assured income, and a function of fronting for the CofSofC on accounting and PR basis. We gave some thought today to how UCF can maintain its usage without a lease or income, bring Churches and religious people together at the Harrison despite the fact of no lease or title to the property.

A possible solution presented itself: UCF is a CofSofC controlled corporation, formed for the purpose of Uniting Churches and religious people, revitalizing religion into an effective force to arrest the decline of Western Society. It is not a creation of CofSofC for its own direct self interest, rather the indirect interest of revitalizing society. As this fits into Targets Defense, this can be continued by PR Bureau on an active basis all over the country, or on a limited basis, however we wish.

Since UCF is a subsidiary of CofSofC it can be funded by CofSofC as to its PR activities. And since it's a part of CofSofC, it may lease, rent and use CofSofC space for its religious purposes. Also personnel may transfer freely back and forth, a factor which can prevent logistic difficulties.

Yet, to the outside world in Clearwater, UCF may represent itself as the user of the Harrison, and even that CofSofC is a member. It can keep doing what it's doing which is from all reports quite successful. From the outside, the whole operation can be made to appear to be UCF and members. Yet corporate distinctions that could make these appearances difficult to maintain (personnel, income) can be very loose.

UCF can fade out, or not, when CofSofC is ready to surface. The relationship between UCF and CSC is simplified by the fact that in the ultimate analysis it does not have to be truly distinct or of any length.

GO ORDER 261175LRH

SECRET

5205

DCUS ccCSG

26 Nov 75

ccGWW

ccPERS PWD

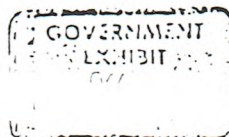
PROGRAM LRM SECURITY

CODE NAME: POWER

1. Maintain an alerting Early Warning System throughout the GO N/W so that any situation concerning govts or courts by reason of suits is known in adequate time to take defensive actions to suddenly raise the level on LRM personal security very high. DCUS \_\_\_\_\_
2. Begin at once to build up a USB AG office that is permanent and effective in all Bus both to take this load off LRM and CSG lines and to proof up the USB against catastrophes in any Bu. area. The USB area is the most sensitive area you now have in US or international operations and the AG office there should be commensurate with the importance and potential threat of the existing scene. DCUS, DCUS 22-3-77
3. Really attain PROAC in the CW operating area for the organizations operating there, sort out any weak spots or potential threats internal or external and handle, concentration in this target being upon the operation itself and its contacts and internal personnel. Dynamite spots should be predicted far in advance (example Non-US registration cycle which I am having to push) and handled before any repercussion occurs. DCUS 22-3-77
4. Get in a stream of reports by making the USB-SOWW reporting cycle from USB AG <sup>only</sup> fast and positive, with this line running directly to the GO on its own N/W channels independent of LRM-CSG lines. These lines come back from GOUS and GWW to LRM-CSG, not from USB to LRM-CSG for local handling. Put a terminal in at GOUS that coordinates USB as a single-headed action. GWW, DCUS Done 31 May
5. Develop a specific set of stats for the USB GO Office that reflect the reality of the existing scene, including every BU. DCUS Done 19-2-76
6. Push the stats into Power. GWW, DCUS \_\_\_\_\_

LRH

*Handwritten initials and date: 7/1/77*



*Handwritten notes and stamps in the bottom right corner.*

26 Nov 75

cc CSG

SECRET

GOUS

LRH PERS PRO

LGNS

Dear Henning:

Yours of 24 Nov.

We have found a whole part of a condominium to rent. It is 5.3 miles from the FH. We have been negotiating on it as a simple rental at very low cost and the owner is delighted since he can buy carpets and occupation certs with our rental for the whole block. It will be UC or SID - I don't know what name the mission (F&P) is using for the negotiation.

As the office of LRH will be there, the bus and phone lines will have to lead to there. Also as I can't operate without comm, a couple lease lines for intercomms and telexes will also lead to there.

This makes a pretty high profile but it is well outside the CW influence band and won't get PR or press connected. It's a so-what. My name is not being used in the area and it is probable that it will act as low profile. But it isn't Ratcliffe. That was impossible due to lack of hotels near the airport.

I am not making a very strenuous effort to maintain a lot profile but my staff are doing well at it under present circumstances.

The Goodrich and Cooper suits are dying and no papers will get served there. And you guys seem to have IRS under heavy control. And UC etc will get the PROAC in in CW.

If I were not on lines, this USB set up would go to blazes in a hurry. I save the operation once or twice a day rounding up bad goofs and make my years pay two or three times a week. (Not an exaggeration!) I am actually acting on all Sen lines in one way or another in a very heavy Phase I. My current line set up is too slow and ragged to keep up with the operation smoothly. I am actually operating also as AG office USB almost totally single hand. You do not really have an AG office here, I hate to have to say, and when Linny pulls out I'll probably have CW on my plate but good. LRH PRs are already carrying a load on that.

I'll make recommendations later on the UNP but right now all I am trying to do is operate and handle. This affects security like mad, of course. Operation, therefore, is being played first and security second.

I was making a daily appearance at the bank doing research and lecturing on a Special RD that is needed for PTS cases (and succeeding). (And had to knock it off day before Yesterday and suspend the lectures because of pressure on the lines). Most of my trouble is caused by unpositive comm lines while having to Phase I.

private  
Thus there will be an IMU/office at the bank (that is easy as I just drive in the garage and enter the third floor-garage elevator hall door and go on up. There will possibly be a personal office at the bank bldg if they get it clean. This is rougher as one has to step out of a car and walk to the door.

Probably my best layout is to get very well known in the CW area with a camera in my hand and my Universal News press card taking pictures of "beautiful CW" which is the local button (they hate tourists and also retired people). My photoshoot people will continue, as I have a whole org for that sort of thing and they can be well out of town. In the Caribbean I didn't get hit and actually fronted for the operation and so did SCN to smash the CIA thing. But the CIA thing won - I and Sen were not any reason (by actual investigation) for our losing ports. We rode through on Bermuda solely because of me and Sen and also Santo Domingo. The kooky Jamaica-Barbadoes-Trinidad flaps were all DESPITE me and Sen. Curacao is a mixed pkg but right this minute my personal PR in Curacao is out the roof. And the tourism brochure I did for them would push it even higher, PR being the lonely psycho opposing and powerless due to splendid action by CSC personally.

So I think the exact plan will be that I play operations above security, slide in on personal PR as that well known photographer very visible with a whole crew camera in hand and living in a nearby town. Not push it. Just let it seep in. My portrait of the mayor will hang in city hall never fear. As to quality and carrying it off, according to the brochure separation negative people and the JA printers I'm the only one they're having no trouble with amongst ALL their photographers and the NY billboard scene is a rave.

So we play it this way and play it by ear of course.  
And we maintain a security that won't interfere with  
operations.

And we count on your BI to very quickly pre-alert  
any trouble so I can go fishing until you handle.

AND WE COUNT ON YOU GUYS TO LOW THE DOWN  
THE WILSONS THE BOARD.

That is the way it will have to be played  
within the demands and realities of the scene.

I have some very good people on my immediate  
staff who do fine operationally. And they do  
well on security/. They could not even begin to  
do well on the type of flap like Federal or suits  
which I am counting on you guys to handle.

This planning includes a really fine local  
GO office so this scene stays cool and stays off  
CSG's and my plate.

So the program is attached.

Love,

Ron

*Law Office*  
FLYNN & SHERIDAN  
400 ATLANTIC AVENUE  
BOSTON, MASSACHUSETTS 02210  
—  
(617) 350-7200

MICHAEL J. FLYNN  
WILLIAM A. SHERIDAN  
MICHAEL A. TABB

December 27, 1988

Clerk of Court  
Court of Appeal of State of California  
2nd Appellate District  
Division Four  
3850 Wilshire Blvd  
Room 301  
Los Angeles, CA 90010

RE: Church of Scientology of California v. Armstrong

Dear Sir:

Enclosed please find Response of Gerald Armstrong to Opposition filed by Real Party in Interest, Bent Corydon and Certificate of Service.

Very truly yours,

  
Michael J. Flynn

MJF:mb

ENC.

cc: Mr. Kendrick Moxon and Mr. Timothy Bowles  
Mr. Eric Liberman  
Ms. Toby Plevin  
Clerk of Superior Court  
Paul Morantz



IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
SECOND APPELLATE DISTRICT  
DIVISION  
Civ. No. B \_\_\_\_\_  
(Super. Ct. No. C420153)

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CHURCH OF SCIENTOLOGY OF CALIFORNIA  
and MARY SUE HUBBARD,

Plaintiff-Petitioners,

-against-

GERALD ARMSTRONG

Defendant

---

CHURCH OF SCIENTOLOGY OF CALIFORNIA  
and MARY SUE HUBBARD,

Petitioners

-against-

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNT OF LOS ANGELES,

Respondents.

---

BENT CORYDON, Real Party In Interest

---

Response From the Superior Court of California  
County of Los Angeles  
Judge Bruce R. Geernaert

---

RESPONSE OF GERALD ARMSTRONG TO OPPOSITION FILED BY  
REAL PARTY IN INTEREST, BENT CORYDON

---

MICHAEL J. FLYNN  
FLYNN & SHERIDAN  
400 ATLANTIC AVENUE  
BOSTON, MA 02210  
(617) 350-7200

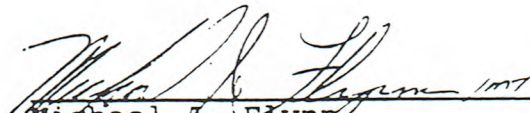
Counsel for Defendant

Respondent Gerald Armstrong has only recently become aware of the orders of Judge Bruce Geernaert unsealing portions of the file in the instant case and the petition for writ of Supersedaes subsequently filed by the Church of Scientology of California in the instant case. Although Mr. Armstrong was a party to the stipulation settling the case in the Superior Court and sealing the file, the moving party below did not serve Respondent Armstrong or his undersigned counsel of record with any pleadings regarding the application to unseal the file. Respondent Armstrong and his counsel therefore wish to make their position known to this Court.

1. Counsel Paul Morantz, has filed in this Court a "Response to Petition for Writ of Supersedaes" with attached memorandum of law and exhibits. The exhibits include confidential correspondence from Respondent Armstrong's attorney's office and an apparent copy of a confidential settlement entered into between one of Mr. Armstrong's attorney's clients and the Church of Scientology. We do not know precisely how Mr. Morantz obtained such documents but we believe that they were given to him by an attorney who had been consulted about the documents. This other attorney was never authorized to disclose or divulge the documents. See Affidavit of William Franks, attached as Exhibit 1. We request that these "exhibits" to the "opposition" be immediately sealed as they are confidential settlement documents not intended to be made public and not part of the file unsealed by Judge Geernaert.

2. Numerous materials in the Armstrong case filed were sealed at the behest of both parties as part of the settlement of the case. That sealing was an intricate part of the settlement, which settlement should not be undone.

By his attorney,

  
\_\_\_\_\_  
Michael J. Flynn  
Flynn & Sheridan  
400 Atlantic Avenue  
Boston, MA 02210  
(617) 350-7200

DATE: December 27, 1988

EXHIBIT 1

I, William Wagner Franks, swear under the pains and penalties of perjury, on or about mid-summer 1988, I sent to Atty. Van Sickle certain documents for the purpose of ascertaining the legal validity of certain provisions of those documents. These documents were regarding the settlement with C of S. At no time did I give permission to publicize or make public contents of the settlement documents.

Attested to be true.

*William W. Franks*  
William W. Franks

*Edith Mears*

NOTARIAL SEAL  
EDITH MEARS, Notary Public  
St. Davids, Delaware Co.  
My Commission Expires July 18, 1992

CERTIFICATE OF SERVICE

I, Michael J. Flynn hereby certify that I have served a copy of the foregoing Response to Gerald Armstrong to Opposition Filed by Real Party in Interest, Bent Corydon by mailing same, postage prepaid, to

Mr. Kendrick Moxon and Mr. Timothy Bowles  
6255 Sunset Boulevard  
Suite 2000  
Los Angeles, CA 90028

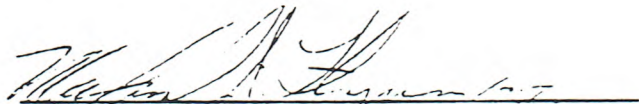
Mr. Eric Lieberman  
Rabinowitz, Boudin, Standard, Krinsky, & Liberman, P.C.  
740 Broadway at Astor Place  
Fifth Floor  
New York, N.Y. 10003

Ms. Toby Plevin  
Sayre, Moreno, Purcell & Boucher  
10866 Wilshire Boulevard  
Fourth Floor  
Los Angeles, CA 90024

Clerk of Superior Court  
Los Angeles County  
111 North Hill Street  
Los Angeles, CA

Paul Morantz  
A Professional Corporation  
P.O. Box 511  
Pacific Palisades, CA 90272

12/27/88  
Date

  
Michael J. Flynn

**EUGENE M. INGRAM**

**PRIVATE INVESTIGATOR**

**COMPLEX LITIGATION INVESTIGATIONS**

**INTERNATIONAL INVESTIGATIONS**

**CRIMINAL DEFENSE SPECIALIST**

**INGRAM INVESTIGATIONS**

**CALIFORNIA LICENSE AAB387**

**4343 SUNSET BOULEVARD**

**LOS ANGELES, CALIFORNIA 90029**

**TELEPHONE**

**(213) 666-6776**

Rec'd 11-30-89

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) CUMMINS & WHITE Barry Van Sickle 1600 Wilshire Boulevard Los Angeles, California 90017		TELEPHONE NO (213) 413-3600	FOR COURT USE ONLY
ATTORNEY FOR (Name) NAME OF COURT Los Angeles Superior Court STREET ADDRESS 111 North Hill Street MAILING ADDRESS CITY AND ZIP CODE Los Angeles, California BRANCH NAME			
PLAINTIFF/PETITIONER RELIGIOUS TECHNOLOGY CENTER, et al. DEFENDANT/RESPONDENT JOSEPH A. YANNY, et al.			
CIVIL SUBPENA <input checked="" type="checkbox"/> Duces Tecum		CASE NUMBER C690211	

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name):

GERALD ARMSTRONG, aka Gerry Armstrong

1 YOU ARE ORDERED TO APPEAR AS A WITNESS in this action as follows unless you make a special agreement with the person named in item 3:

a. Date: December 11, 1989 Time: 9:00 am Dept./Div: 41 Room  
 b. Address: 111 North Hill Street, Los Angeles, California 90012

2. AND YOU ARE

- a.  ordered to appear in person.
- b.  not required to appear in person if you produce a true, legible, and durable copy of the records described in the accompanying affidavit as follows: (1) place the copy of the records in an envelope (or other wrapper) and seal it; (2) attach a copy of this subpoena to the envelope or write on the envelope the case name and number, name of the witness and date and time from item 1 above; (3) place this first envelope in an outer envelope or wrapper, seal it, and mail it to the clerk of the court at the address in item 1.
- c.  ordered to appear in person and to produce the records described in the accompanying affidavit. The personal attendance of the custodian of records or other qualified witness and the production of the original records is required by this subpoena. The procedure authorized pursuant to subdivision (b) of section 1560, and sections 1561 and 1562, of the Evidence Code will not be deemed sufficient compliance with this subpoena.

3. IF YOU HAVE ANY QUESTIONS ABOUT WITNESS FEES OR THE TIME OR DATE FOR YOU TO APPEAR, OR IF YOU WANT TO BE CERTAIN THAT YOUR PRESENCE IS REQUIRED, CONTACT THE ATTORNEY REQUESTING THIS SUBPENA, NAMED ABOVE, OR THE FOLLOWING PERSON, BEFORE THE DATE ON WHICH YOU ARE TO APPEAR:

a. Name: Barry Van Sickle b. Telephone number: (213) 413-3600

4. Witness Fees: You are entitled to witness fees and mileage actually traveled both ways, as provided by law, if you request them at the time of service. You may request them before your scheduled appearance from the person named in item 3.

5. You are ordered to appear in this civil matter in your capacity as a peace officer or other person described in Government Code section 68097.1.

Date: Clerk, by Deputy

DISOBEDIENCE OF THIS SUBPENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.



Dated: November 29, 1989

*Frank S. Zolin*  
 (SIGNATURE OF PERSON ISSUING SUBPENA)  
 County Clerk/Executive Officer of the Superior Court  
 (TITLE)

FRANK S. ZOLIN

(Type or Print name)

(See reverse for proof of service)

DECLARATION OF RICHARD J. WYNNE

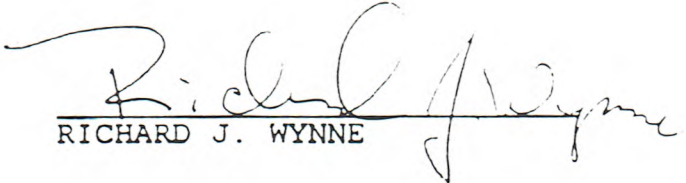
1  
2  
3 I, Richard J. Wynne, declare:

4 1. I am an attorney at law licensed to practice in the  
5 State of California. I am an associate of the law firm of  
6 Cummins & White, attorneys of record for Defendants Joseph A.  
7 Yanny, Joseph A. Yanny, P.C. and Richard J. Wynne in this matter.

8 2. I have personal knowledge of all of the following facts  
9 and if called on to do so I could competently testify to them in  
10 a court of law.

11 3. The documents described in the attached Exhibit "A" are  
12 relevant and material to issues raised in pleadings in this case  
13 and, defendants are informed and believe, are within the  
14 possession, custody and control of the person subject to this  
15 subpoena.

16 4. I declare under penalty of perjury under the laws of  
17 the State of California that the foregoing is true and correct.  
18 Executed this 29th day of November, 1989 at Los Angeles,  
19 California.

20  
21   
22 RICHARD J. WYNNE  
23  
24  
25  
26  
27  
28



1 EXHIBIT "A"

2 Documents to be Produced

3  
4 All documents relating to any settlement between any person  
5 or entity affiliated with Scientology, including but not limited  
6 to Church of Scientology of California, Church of Scientology  
7 International, Religious Technology Center, Author Services  
8 International, Church of Spiritual Technology and any person or  
9 entity settling any litigation with any of the named entities.

10 All documents relating to said settlements include, but is not  
11 necessarily limited to, the following categories of documents:

12 A. Any and all final or executed versions of  
13 settlement agreements.

14 B. All draft versions of settlement agreements  
15 that were exchanged among the parties and/or their  
16 counsel.

17 C. All correspondence relating, referencing,  
18 explaining or discussing the express or implied terms  
19 of any such settlement agreement or draft thereof.

FEB 28 1990  
EA

ORIGINAL

MAR - 9 1990

Permission to file respondent's brief  
GRANTED  
Time to file respondent's brief extended to 60 days after this order.

OF APPEAL - SECOND DIST.

FILED

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FEB 28 1990

SECOND APPELLATE DISTRICT

I. N. WILSON Clerk

DIVISION THREE

Deputy Clerk

CHURCH OF SCIENTOLOGY OF CALIFORNIA, et al.,  
Plaintiffs-Appellants,  
v.  
GERALD ARMSTRONG,  
Defendant-Respondent  
MARY SUE HUBBARD  
Intervenor.

) Case No. B025920  
)  
) LASC No. C420153  
)  
)  
) RESPONDENT'S PETITION  
) FOR PERMISSION TO FILE  
) RESPONSE AND FOR AN  
) EXTENSION OF TIME TO  
) FILE RESPONSE

3-22-90

I am the respondent Gerald Armstrong. I am petitioning this court at this time for permission to file a respondent's brief in this appeal and for an extension of time in which to file a respondent's brief or other appropriate document.

1. Permission to File:

The unusual need for this court's permission to file a respondent's brief arises from a condition contained in a document entitled MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT signed by me December 6, 1986, a copy of which is attached hereto in a sealed envelope as Exhibit A. I have no objection to this document being unsealed.

Para. 4A of the settlement agreement allowed appellants to maintain their appeal, no. B005912, which had been filed in 1984, although the case

*filed* 2-28-90

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
SECOND APPELLATE DISTRICT  
DIVISION THREE

CHURCH OF SCIENTOLOGY OF CALIFORNIA, et al.,	)	Case No. B025920
	)	
Plaintiffs-Appellants,	)	LASC No. C420153
	)	
v.	)	
	)	RESPONDENT'S PETITION
GERALD ARMSTRONG,	)	FOR PERMISSION TO FILE
	)	RESPONSE AND FOR AN
Defendant-Respondent	)	EXTENSION OF TIME TO
	)	FILE RESPONSE
MARY SUE HUBBARD	)	
	)	
Intervenor.	)	
<hr/>	)	

I am the respondent Gerald Armstrong. I am petitioning this court at this time for permission to file a respondent's brief in this appeal and for an extension of time in which to file a respondent's brief or other appropriate document.

1. Permission to File:

The unusual need for this court's permission to file a respondent's brief arises from a condition contained in a document entitled MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT signed by me December 6, 1986, a copy of which is attached hereto in a sealed envelope as Exhibit A. I have no objection to this document being unsealed.

Para. 4A of the settlement agreement allowed appellants to maintain their appeal, no. B005912, which had been filed in 1984, although the case

was ostensibly settled. Para. 4B contains the condition that I "waive any rights [I] may have to oppose (by responding brief or any other means) any further appeals taken by the Church of Scientology of California."

I have recently become convinced that it would be a fraud upon this court to not advise it that the respondent is prohibited from filing a brief. I am also now convinced that my right to file a respondent's brief is not something that can be taken away by such a settlement agreement.

I have discovered, moreover, that "the failure to file respondent's brief imposes an unnecessary burden on [the] court, and at least raises the inference that respondent concedes that the appeal is meritorious," Sowell v. Sowell, 164 Cal. App. 2d 371, 330 P.2d 391 (1958), Yarbrough v. Yarbrough, 144 Cal. App. 2d 610, 301 P. 2d 426 (1956); that the court "may assume . . . that the respondent has abandoned any attempt to support the judgment, and . . . may also assume that the points made by the appellant are meritorious," Roth v. Keene, 256 Cal. App. 2d 725, 64 Cal. Rptr. 399 (1967), and that the court "shall regard with disfavor the failure of a respondent in any case to assist the court by means of an answering brief," James v. James, 125 Cal. App. 2d, 417, 270 P.2d, 538 (1954).

I am therefore requesting this court's permission to file a respondent's brief, motion for dismissal or other responsive document.

## 2. Extension of Time to File:

I received Appellants' Brief and Appellants' Supplemental Appendix in Lieu of Clerk's Transcript from Flynn, Sheridan & Tabb on January 18, 1990. I have not yet received Appellants' Appendix.

I am not an attorney and I am not represented by legal counsel in any Scientology matters at this time. Neither Flynn, Sheridan & Tabb nor Contos & Bunch, both of which firms represented me throughout the litigation of

this case in the lower court, will be representing me in this appeal. It is my intention to retain an attorney to represent me in this appeal if at all possible.

Appellants had five and a half years from the date the trial court issued its Decision to the date they filed their brief.

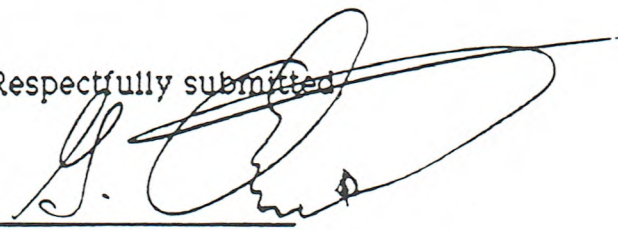
Appellants have filed another appeal, entitled Church of Scientology of California and Mary Sue Hubbard, Appellants, against Gerald Armstrong, Defendant, Bent Corydon, Appellee, Civ. No. B 038975 in Division Four in the Second Appellate District, which has its genesis in the same case underlying this appeal, Super. Ct. No. C420153, and concerns many of the same facts and issues as this appeal. I am at this time also petitioning the Division Four Court for permission to respond in that appeal.

There remain a number of issues springing from the settlement agreement, appellants' actions in violation of the agreement, and appellants' obstructive and threatening use of the agreement, which this court does not have to consider in order to grant my petition, but which I will be addressing as soon as possible by motion or other appropriate action in the Los Angeles Superior Court, which retains, pursuant to clause 20 of the settlement agreement, jurisdiction to enforce its terms.

I therefore request 90 days from the date of this court's granting of this petition in which to file a respondent's brief or other responsive document.

DATED: February 20, 1990

Respectfully submitted,



GERALD ARMSTRONG

PROOF OF SERVICE

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF ALAMEDA            )

I am employed in the County of Alameda, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 7140 Buckingham Blvd., Berkeley, CA 90475.

On February 20, 1990 I caused to be served the foregoing document described as RESPONDENT'S PETITION TO FILE RESPONSE AND FOR AN EXTENSION OF TIME TO FILE RESPONSE on interested parties in this action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States mail at Oakland, California, addressed to the persons and addresses specified on the service list attached.

Executed on February 20, 1990 at Oakland, California.

---

SERVICE LIST

COURT OF APPEAL OF THE STATE OF CALIFORNIA  
SECOND APPELLATE DISTRICT  
DIVISION THREE  
3580 Wilshire Blvd., Room 301  
Los Angeles, California 90010

ERIC M. LIEBERMAN, ESQ.  
RABINOWITZ, BOUDIN, STANDARD,  
KRINSKY & LIEBERMAN, P.C.  
740 Broadway, Fifth Floor  
New York, New York 10003-9518

MICHAEL LEE HERTZBERG, ESQ.  
275 Madison Avenue  
New York, New York 10016

MICHAEL J. FLYNN, ESQ.  
FLYNN, SHERIDAN & TABB  
One Boston Place, 26th Floor  
Boston, Massachusetts 02108

JULIA DRAGOJEVIC, ESQ.  
CONTOS & BUNCH  
5855 Topanga Canyon Blvd., #400  
Woodland Hills, California 91367

CLERK OF THE SUPERIOR COURT  
111 North Hill Street  
Los Angeles, California 90012

filed 3-1-70

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FOUR

CHURCH OF SCIENTOLOGY OF	)
CALIFORNIA and MARY SUE	) Case No. B038975
HUBBARD,	)
	) LASC No. C420153
Appellants,	)
	)
v.	)
	) DEFENDANT'S PETITION
GERALD ARMSTRONG,	) FOR PERMISSION TO FILE
	) RESPONSE AND FOR TIME
Defendant,	) TO FILE
	)
BENT CORYDON,	)
	)
Appellee.	)

---

I am the defendant Gerald Armstrong. I am petitioning this court at this time for permission to file a respondent's brief in this appeal and for time in which to file such a brief or other responsive document.

1. Permission to File:

The unusual need for this court's permission to file a respondent's brief arises from a condition contained in a document entitled MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT signed by me December 6, 1986, a copy of which is attached hereto as Exhibit A. I have no objection to this document being unsealed.

Para. 4B of the settlement agreement states in part that I waive "any rights [I] may have to oppose (by responding brief or any other means) any further appeals taken by the Church of Scientology." I have recently become



convinced that it is a fraud upon the court to not advise it that the defendant, who has an interest in the outcome of this appeal, is prohibited from filing a respondent's brief or other responsive document. I am also now convinced that my right to file a responsive document to protect my rights is not something that can be taken away by such a settlement agreement.

I am therefore requesting this court's permission to file a respondent's brief or other responsive document.

2. Extension of Time to File:

I received the Reply Brief of Appellants and Response to Cross Appeal from the law firm of Flynn, Sheridan & Tabb on January 30, 1990. The Flynn firm has not been able to locate and may never have received any of the other briefs filed in this appeal.

I am not an attorney and I am not represented by legal counsel in any Scientology matters at this time. Neither Flynn, Sheridan & Tabb nor Contos & Bunch, both of which firms represented me throughout the litigation of this case in the lower court, will be representing me in this appeal. It is my intention to retain an attorney to represent me in this appeal if at all possible.

Appellants have also filed in Division Three of the Second Appellate District an appeal, Civ. No. B025920, from the decision of the trial court in the same case, Super. Ct. No. C420153, from which this appeal arises. I have at this time petitioned the Division Three Court for permission to respond in that appeal.

There remain a number of issues springing from the settlement agreement, appellants' actions in violation of the agreement, and appellants' obstructive and threatening use of the agreement which this court does not

have to consider in order to grant my permission, but which I will be addressing as soon as possible by motion or other appropriate action in the Los Angeles Superior Court, which retains, pursuant to clause 20 of the settlement agreement, jurisdiction to enforce its terms.

I therefore request 60 days from the date of this court's granting of this petition in which to file a respondent's brief or other responsive document.

DATED: February 21, 1990

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Gerald Armstrong', written over a horizontal line. The signature is stylized and somewhat cursive.

GERALD ARMSTRONG

Gerald Armstrong  
6838 Charing Cross Road  
Berkeley, CA 94705  
(415) 849-0929

PROOF OF SERVICE

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF ALAMEDA         )

I am employed in the County of Alameda, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6838 Charing Cross Road, Berkeley, CA 94705.

On February 21, 1990 I caused to be served the foregoing document described as DEFENDANT'S PETITION FOR PERMISSION TO FILE RESPONSE AND FOR TIME TO FILE on interested parties in this action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States mail at Oakland, California, addressed to the persons and addresses specified on the service list attached.

Executed on February 21, 1990 at Oakland, California.

B. Sparks

SERVICE LIST

COURT OF APPEAL OF THE STATE OF CALIFORNIA  
SECOND APPELLATE DISTRICT  
DIVISION FOUR  
3580 Wilshire Blvd., Room 301  
Los Angeles, California 90010

ERIC M. LIEBERMAN, ESQ.  
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New York, New York 10003-9518

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6380 Wilshire Blvd., Suite 1600  
Los Angeles, California 90048

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Pacific Palisades, California 90272

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CONTOS & BUNCH  
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Woodland Hills, California 91367

CLERK OF THE SUPERIOR COURT  
111 North Hill Street  
Los Angeles, California 90012